

**REQUEST FOR PROPOSALS
FOR
CRUISE TERMINAL PASSENGER OPERATIONS, PARKING, AND
CONFERENCE AND SPECIAL EVENTS MANAGEMENT
AGREEMENT**

PIER 27 JAMES R. HERMAN CRUISE TERMINAL

CITY AND COUNTY OF SAN FRANCISCO

Edwin M. Lee, Mayor

SAN FRANCISCO PORT COMMISSION

Doreen Woo Ho, President

Kimberly Brandon, Vice President

William Adams

Leslie Katz

Monique Moyer, Executive Director

January 14, 2013

**Request for Proposals
For
Cruise Terminal Passenger Operations, Parking, and Conference and Special
Events Management Agreement**

Pier 27 James R. Herman Cruise Terminal

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ATTACHMENTS:

- A. Standard Forms
- B. Cruise Terminal Building Summary
- C. Cruise Terminal: Passengers and Cruise Calls
- D. HRC Attachment 2
- E. Cruise Terminal Site Plan
- F. Cruise Terminal Renderings
- G. Cruise Terminal: Floor plans for cruise terminal operations
- H. Cruise Terminal: Floor plans for special events
- I. Nonexclusive Management Agreement #13652 w/amendments
- J. San Francisco Bay Conservation and Development Commission Major Permit
- K. Economic Analysis of Ancillary Revenues at the Proposed Pier 27 Cruise Terminal
- L. Port's Environmental Policies and Programs established by Port Commission Resolution Nos.03-39, 05-56 & 05-63

Summary of Offering
Request for Proposals
for
Pier 27 Cruise Terminal Management Agreement

Opportunity: The Port of San Francisco is seeking submittals from qualified firms to manage cruise terminal operations, parking and conference/special events at the Pier 27 James R. Herman Cruise Terminal

Location: Pier 27 at The Embarcadero and Lombard Street

Term: 10 years. The Port may include one option to extend for an additional period to be negotiated for an additional period to be negotiated and exercised at the Port's discretion

Selection Process: The highest-ranked respondent will be selected based upon evaluation criteria stated herein, and invited to enter into negotiations for a Management Agreement with the Port of San Francisco

Submittal Due Date: Not later than 5:00 pm, February 15, 2013

Contact: John Doll
Port of San Francisco
Pier 1
San Francisco, CA 94111
(415) 274-0639
john.doll@sfport.com
Ref: Pier 27 Cruise Terminal RFP

I. INTRODUCTION

Through this Request for Proposal (RFP), the Port of San Francisco invites the statements of qualification and proposals from qualified firms interested in managing cruise terminal operations, conference and special event uses, and parking at the Pier 27 James R. Herman Cruise Terminal (Cruise Terminal) at the Port of San Francisco. The Cruise Terminal will be operational by mid-2014.

The Port seeks a management entity to:

- Operate the Cruise Terminal as a world-class facility for cruise lines, cruise passengers, and special event participants, while minimizing operational costs and maximizing revenues to the Port;
- Operate Pier 35 and other piers as back-up cruise berths;
- Maximize the number of cruise ships and other vessels to berth at the Port of San Francisco;
- Expand the opportunity for local business and San Francisco residents to participate in the economic activity of the waterfront;
- Develop a comprehensive operating plan that provides for an efficient management and operation of the Cruise Terminal;
- Actively promote and manage the Cruise Terminal as a conference and special event venue in coordination with San Francisco Travel Association (formerly known as the City's Convention and Visitors Bureau);
- Generate revenue to the Port from terminal operations, parking and special event use (when there is no cruise ship berthing);
- Promote the Northeast Wharf Plaza as a year-round, waterfront destination to local residents and out-of-town visitors;
- Use best management practices and standards for operating Pier 27 for maritime, conference/special event, and parking uses;
- Coordinate with San Francisco Travel Association and local event planning firms to lease the Cruise Terminal for conferences, conventions, special events, catering and banquet services;
- Undertake maintenance responsibilities for the Cruise Terminal, as determined by the Port;
- Operate the Cruise Terminal with a stable and competent workforce to avoid delays or interruptions of cruise vessel operations and minimize exposure to claims of liability;
- In accordance with the Marine Transportation Security Act of 2002, as outlined in 33 Code of Federal Regulations Chapter 1, Subchapter H parts 101 through 105, conduct a facility security assessment, author and obtain a United States Coast Guard (USGC) authorized Facility Security Plan (FSP), designate a Facility Security Officer (FSO) and maintain FSP compliance and be responsible for the correction of any deficiencies and penalties;
- Comply with the Port's Environmental Policies and Programs established by Port Commission Resolution Nos. 03-39, 05-56 & 05-63.

The initial management contract term is expected to be 10 years. The Port may include one option to extend the term for an additional period to be negotiated, but exercised by mutual acceptance at the Port's sole discretion.

This RFP requires that interested respondents submit written evidence that they satisfy minimum qualifications by detailing their prior experience. To qualify for consideration, each respondent must possess at least 10 years in cruise terminal operations at a cruise port in North America, have at least 8 years in special event management at a metropolitan statistical area in North America, and have at least 5 years operating parking areas of similar or larger dimensions and with multi-use characteristics. Any submittal that does not demonstrate that the respondent meets these minimum requirements will be considered non-responsive and not be eligible for award of the contract.

If respondents fulfill these minimum qualifications, then their submittals will be ranked based upon a submittal of their experience, management structure and how they plan to manage the passenger terminal, conferences and special events, and parking. Their submittals will be ranked based on certain evaluation criteria, noted below. The highest-ranked respondent will be invited to enter into negotiations for a Management Agreement with the Port. If negotiations for a management agreement are successful, Port staff intends to recommend that the Port Commission award a Management Agreement to the most qualified and highest-ranked respondent. Any contract award resulting from this RFP will be subject to all required City approvals.

II. BACKGROUND

The Port's primary cruise terminal is currently housed at Pier 35; Pier 27 serves as a secondary terminal when there are multiple cruise calls. Pier 35 has become increasingly constrained for accommodating larger cruise ships and thus the Port is constructing a new passenger terminal at Pier 27 to meet modern ship and operational requirements of the cruise industry. Under the Port's plans, the Pier 27 James R. Herman Cruise Terminal (Cruise Terminal) would become the primary cruise terminal and Pier 35 would be retained as a secondary terminal.

Construction of the Cruise Terminal will be carried out in two phases. Phase 1, now in progress, includes construction of an approximately 90,000 square foot "core and shell" building structure that will be substantially completed and transferred to the America's Cup Event Authority in March 2013. This structure will be used as a special event venue during the America's Cup races in 2013. After the conclusion of the races, the Port will implement Phase 2 construction to complete the building as a cruise terminal facility. Phase 2 construction consists of completion of the U.S. Customs and Border Protection interior space within the cruise terminal building, installation of exterior maritime equipment, finishing the ground transportation area and potentially the construction of a public area, known as the Northeast Wharf Plaza (see attached site plan). When Phase 2 is completed, Pier 27 cruise operations are expected to resume sometime during the 2014 cruise season. The Port Commission approved the Cruise Terminal project by its Resolution No. 11-75 on December 16, 2011 and adopted environmental findings as part of that approval action. This resolution and other Port Commission actions may be found on the Port website: <http://www.sfport.com/index.aspx?page=282>

Currently, cruise terminal operations at Pier 35 and other Port facilities designated for cruise ship berthing are performed by Metro Cruise Services, LLC under a non-exclusive management agreement. This agreement is scheduled to expire on April 30, 2015 or "the date on which the Port commences cruise ship operations at another facility...which the Port has identified as its primary cruise ship facility..."

The Port invites qualified firms to submit proposals to manage cruise terminal passenger operations at the new primary James R. Herman Cruise Terminal at Pier 27 as well as other Port facilities designated for cruise ship berthing.

In addition to the 40-80 cruise calls a year, the Port intends to utilize the Cruise Terminal as a conference and special event venue. Demand for such a venue may come from a variety of sources: Moscone Center conventions that may desire a waterfront venue to hold receptions and other conference functions, private corporations that need space for product announcements; off-site meetings, incentive events, and corporate parties; Bay Area universities and non-profits for fundraising events and award banquets; private parties hosting weddings, anniversaries, family reunions; privately-promoted consumer shows and entertainment events; and publicly-sponsored maritime, cultural and entertainment events. The terminal facility design provides for approximately 50,000 square feet of floor space, located in the second floor cruise passenger waiting area and the ground floor baggage area. In addition, there may be opportunities, such as temporary food cart events, in the ground transportation area. Accordingly the Port also seeks submittals from parties able to manage special events as well as to coordinate parking and traffic operations when the Cruise Terminal is used during cruise operations and special events. At other times, the entity will be requested to manage daily parking in support of other waterfront activities.

After careful review, it has been determined that this RFP is exempt from the requirements of San Francisco Administrative Code Chapter 14B. While this RFP does not include a Local Business

Enterprise (LBE) goal, the Port Commission has a policy of enhancing opportunities for San Francisco based enterprises by encouraging the use of LBE's to the greatest extent possible. All potential respondents are strongly encouraged to present in their proposals innovative ways to expand the economic opportunities for both local businesses and San Francisco residents. While it has been determined that this RFP is exempt from Administrative Code Chapter 14B, all other applicable provisions of the Administrative Code are remain in effect.

III. SCOPE OF WORK

Management Contract Services

A management entity will be expected to enter into an agreement to accept overall responsibility for management and operations of the Pier 27 Cruise Terminal as well as other Port facilities designated for cruise ship operations. As negotiated under the management agreement, the management entity will likely be required to perform the following tasks:

1. Passenger Cruise Terminal Facility Management
 - a) Provide equipment and gear necessary for all cruise terminal operations;
 - b) Manage all facility operations, including terminal security and safe berthing of passenger vessels;
 - c) Coordinate with Federal Inspection Services to maximize rapid, convenient and efficient movement of passengers and handling of baggage;
 - d) Maximize safe and efficient flow of vehicular and pedestrian traffic into and out of the Cruise Terminal, including the Ground Transportation Area, prior to and during a cruise operation;
 - e) Employ and manage a well-trained, certified and stable workforce with demonstrated experience in cruise operations.
2. Vessel Operations
 - a) Develop, maintain, and update a comprehensive schedule of vessel arrivals, departures, and berthing assignments and submit it to the Port quarterly in accordance with the Port's goal to maximize the number of calls from cruise vessels and other maritime vessels (including Fleet Week ships, Tall Ships, NOAA vessels, etc.);
 - b) Coordinate arrivals and departures of passenger vessels and coordinate berthing assignments with vessel operators, as directed by the Port's Maritime Division;
 - c) Ensure the appropriate positioning of the mobile passenger gangway for the operation of the Cruise Terminal at all times;
 - d) Coordinate and attend all vessel arrivals and departures and document and inform the Port of any observed damage to pier, pilings, fender system and Cruise Terminal premises. The management entity shall take all reasonable action to recover the costs of damage to pier, pilings, fender system and Cruise Terminal premises from the cruise lines or other vessel owners;
 - e) Coordinate and cooperate with the U.S. Coast Guard and all city, state and federal agencies and authorities with regulatory jurisdiction over passenger Cruise Terminal operations to provide and ensure safe transit operations, working conditions and emergency services for the protection of all passengers, dockworkers, Port employees, and visitors on Pier 27 Cruise Terminal premises.
3. Conference and Special Events Management
 - a) Develop, maintain and periodically update a comprehensive schedule of non-cruise events;
 - b) Schedule the proposed special events so that they will not conflict with cruise terminal operations, but maximize the revenue potential and utility of the Cruise Terminal;

- c) Develop an implementation plan to promote and coordinate special events which attract visitors as well as local and regional audiences to the waterfront. As noted above, events may include meetings, conferences and other events within the terminal, and cultural and entertainment events in the terminal and the ground transportation area;
 - d) Ensure that an event organizer complete all necessary logistics to plan and stage an event.
4. Parking Management
- a) Use best management practices and standards for operating the ground transportation areas for daily (i.e., non-commuter) and special event parking when not operated as a cruise terminal facility.
5. Maintenance and Repair of Facilities and Equipment
- a) Maintain the Cruise Terminal in a neat, clean, safe and orderly condition;
 - b) Retain sufficient personnel, equipment and contracted services in order to provide a level of customer service equal to, or exceeding those of, comparable cruise terminals on the U.S. West Coast;
 - c) Maintain and ensure that all terminal equipment will be in excellent operational condition, including all interior fixtures, equipment (including security-screening equipment and stevedoring equipment such as forklifts, etc.) and furniture.
6. Security
- a) Develop and implement a U.S. Coast Guard-authorized Cruise Terminal Facility Security Plan (FSP) in compliance with the Marine Transportation Security Act of 2002, as outlined in 33 CFR Chapter 1 Subchapter H parts 101 through 105;
 - b) During non-cruise days, the management entity shall maintain security and equipment for the Cruise Terminal, as determined by the Port. To protect the Port's capital investment and avoid service disruptions, the management entity shall hire an experienced workforce knowledgeable of cruise facilities and operations at the level determined by the Port;
 - c) Provide sufficient and effective security communications equipment to facilitate security operations required at the Cruise Terminal in accordance with the provisions of the Security Plan;
 - d) Provide and maintain a well-trained security workforce with experience in working cruise vessel operations and knowledgeable of maritime security requirements.
7. Administrative Services
- a) Provide sufficient personnel to manage and operate the Cruise Terminal for cruise days and non-cruise days, including custodial services for restrooms, trash removal/recycling, and window-washing;
 - b) Submit an annual review of the Port payment and Cruise Terminal operating expenditures;
 - c) Promote the active use of the Cruise Terminal, soliciting new business and special events for the Port;
 - d) Promote and report on the economic opportunities for local businesses and San Francisco residents in the operations of the Cruise Terminal;
 - e) Submit a monthly gross receipt accounting for cruise terminal, special event and parking revenue and expenditures.

Management Term

The initial term of any contract resulting from this proposed solicitation is expected to be 10 years. The Port may include one option to extend for an additional period to be negotiated and exercised at the Port's discretion.

Payments to the Port

All respondents are required to submit a comprehensive financial plan that includes a ten year cash flow analysis, showing gross income by use (i.e. terminal, special events and parking), operating expenses, debt service, net operating income, and Port payments. This analysis must include base terminal payments to the Port and additional payments dependent on parking and special event gross revenue. The strength and soundness of respondents' financial plan, including maximizing revenue, is a key component of the evaluation criteria under this RFP. (See section V below.)

IV. SUBMISSION REQUIREMENTS

Time and Place for Submission of Proposals

Proposals must be delivered to the Port of San Francisco, Pier 1, San Francisco, CA 94111 for receipt no later than 5:00 pm PST on February 15, 2013.

The following items must be included in your responses and packaged in a box or envelope clearly marked: "Request for Proposals: Pier 27 Cruise Terminal" and addressed to the attention of John Doll, Development Project Manager:

- 1) Proposal must include original printed proposal with five (5) copies. Please do not bind, other than with a staple, the application and additional pages and do not submit in a binder or other folder.
- 2) One CD-ROM containing entire contents of responses, including all attachments (e.g., HRC forms). The CD-ROM and electronic files on the CD-ROM must be labeled with the proposer's name. All files should be submitted in unprotected PDF or Word format.

Proposals that are not received at the designated address before the specified deadline will not be accepted. Facsimile reproductions of proposals also will not be accepted.

Proposal Package

The following items must be included in your proposal:

1. Cover Letter

A cover letter should be provided describing the respondent, the name and address of the entity submitting a response, the date the entity was established, and the name, address, and telephone number of the person or persons who will serve as the entity's principal contact person with the Port and be authorized to make representations on behalf of the entity. The letter must bear the original signature of the person having proper authority to make the submittal for the entity.

2. Management Structure and Capacity to Perform

- Offer a description of the management entity or firm including its history, principal ownership structure and staff.
- Submit a detailed management structure that would have these distinct components: 1) cruise terminal, 2) conference and special events, and 3) traffic and parking operations.
- Provide written business references for the proposed operation.
- Describe respondent's financial position, including a copy of its most recent financial statements, if a publicly held entity. Describe any financial partners in the proposed operation and, if applicable, include their financial statements.

3. Terminal Management Experience & Plan

- Describe relevant terminal management experience for full-service cruise terminal operations at a major port in North America, including proven capability for employing a well-trained, certified and stable workforce.
- Describe business terms used for similar terminals operated by the respondent.
- Describe how security is provided for similar terminals operated by the respondent.
- Describe maintenance and repair of facilities and equipment responsibilities currently provided at other cruise terminals.
- Propose management plan to manage the Cruise Terminal. At minimum, indicate how the management entity will prioritize scheduling of cruises with special event uses.
- Provide a business development plan to increase the number of cruise ship dates at the Port of San Francisco with cruise lines operating along the West Coast of North America.
- Provide a financial plan for terminal operations, special events and parking operations. The financial plan must include detailed operating cost and revenue assumptions for each use. This plan should include a payment structure that maximizes revenues to the Port of San Francisco.

4. Conference/Special Events/Parking Experience & Plan

- Describe relevant conference and special event experience, with particular emphasis on managing an event which attracts local as well as regional audiences, and parking experience.
- Identify a parking operator who has the experience to operate the ground transportation areas for cruise terminal events as well as for daily (i.e., non-commuter) and special event parking when not operated as a cruise terminal facility.
- Prepare a management plan for special events. Indicate how the management entity might market and implement special events and what kinds of activities might be held at Pier 27. Include how parking will be organized and coordinated for cruises, special events and non-cruise, non-special event days.

Selection Process

All submittals will be evaluated by an evaluation process in accordance with the criteria and procedures identified in this RFP. The respondent selected under this RFP will be chosen on the basis of its qualifications and apparent ability to best meet the overall objectives of the City, as ultimately determined by the Port Commission, in its sole discretion.

The Port intends to employ a competitive process to select an entity to manage and operate the Cruise Terminal. Respondents must demonstrate that they satisfy the minimum qualifications to manage the Cruise Terminal. If the respondent is eligible under these minimum qualifications, the respondent will be scored based on the written submittals. The scores of the written proposals and subsequent oral interviews will determine the final ranking.

The highest-ranked respondent will be invited to enter into negotiations for a management agreement with the Port of San Francisco. If negotiations for a management agreement are successful, a Port staff recommendation will be presented to the Port Commission for consideration for award of a Cruise Terminal management agreement.

The Port Commission is the sole decision-maker regarding the awarding of any contract resulting from this RFP process, and the Port Commission reserves the right, in its sole discretion, to reject any or all submittals, to solicit and accept proposals from parties who have not responded to this RFP, or to terminate this process at any time.

Furthermore, the award of any contract resulting from this RFP will be subject to all required City approvals.

Schedule

The Port intends to maintain this schedule and requests the same of respondents interested in submitting a response to this solicitation. The Port does, however, reserve the right to modify the schedule as circumstances warrant.

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|--|-------------------|
| • Issuance of RFP: | October 22, 2012 |
| • Pre-submittal meeting: | December 3, 2012 |
| • Revised RFP issued: | January 14, 2013 |
| • RFP Questions Deadline | January 23, 2013 |
| • RFP Answers and Clarification Available Online | January 30, 2013 |
| • Responses to RFP due: | February 15, 2013 |
| • Oral Interviews | March 2013 |
| • Evaluation/ranking of candidates: | March 2013 |
| • Tentative negotiation period for Management Agreement: | March – June 2013 |
| • Port Commission consideration of Management Agreement with selected candidate: | Summer 2013 |

V. EVALUATION CRITERIA

Evaluation Team

Port representatives and other technical experts will serve as the Evaluation Team responsible for evaluating submittals. Specifically, the team will be responsible for the evaluation and rating of the submittals and interviews.

Minimum Qualifications

Interested parties must provide written evidence that they satisfy the following minimum qualifications by describing their prior experience in managing cruise terminals and special events and operating parking areas.

Each respondent must individually or collectively, in the case of a joint venture, possess the following minimum experience to be considered as a possible candidate for this opportunity:

- 10 years experience in full-service cruise terminal operations at a port in North America;
- 8 years experience in special events management at a metropolitan statistical area in North America¹; and
- 5 years experience in operating parking areas of similar or larger dimensions and with multi-use characteristics.

Any submittal that does not demonstrate that the respondent meets these minimum requirements by the deadline for submittals will be considered non-responsive and will not be eligible for award of the contract. If respondents meet this threshold requirement, then they will be scored by an evaluation committee on the following criteria:

Proposal Evaluation

Each proposal will be evaluated in accordance with the criteria below.

1. Demonstrated Experience of Respondent (30 points)

In addition to the length of experience required under the Minimum Qualifications, respondents will be evaluated on:

- Demonstrated and verifiable experience of successful cruise terminal operations, including sound management philosophy, breadth of cruise operations, marketing plans used to promote cruise operations, extent of maintenance and repair responsibilities, and description of business terms used at the other cruise terminals
- Demonstrated and verifiable experience of relevant conference and special events operations, including successful types of events and marketing programs used at other facilities

¹ A metropolitan statistical area as defined by the United States Office of Management and Budget is an area containing a core urban area of 50,000 or more population.

- Demonstrated and verifiable experience of relevant parking operations, demonstrating flexibility and ability to operate an area as a cruise drop-off, pick-up, special events parking, and as a daily parking operation
- Proven ability to provide the proposed management contract services, including financial capacity of the respondent

2. Management Structure (20 points)

- Proposed management structure that demonstrates the capacity, ability and flexibility to manage each use within the Cruise Terminal, including proposed professional qualifications of assigned staff regarding terminal operations that would be at a level of customer service equal to or exceeding those of comparable cruise terminals on the U.S. West Coast as well as special event experience, and parking operations

3. Management Plan (50 points)

- Proposed management plan for terminal operations, conference and special events, and parking that demonstrates how and what kind of resources will be provided to manage each of these uses. The proposal should also include: 1) responsibility for maintenance and repair of facility and equipment, 2) how security will be provided, and 3) how parking will be organized and coordinated for cruise operations, special events and non-cruise, non-special event days
- Proposed business development plan that would attract more cruise calls and/or increased maritime activity at the Port of San Francisco
- Proposed marketing plan for conferences and special events that would be consistent with the unique geographical location and potential uses of the Cruise Terminal facility
- Strength and soundness of the financial plan for terminal operations, special events and parking operations. The financial plan must include detailed operating cost and revenue assumptions for each use. This plan should include a payment structure that maximizes revenues to the Port of San Francisco

Selection for Interviews

Following the Proposal Evaluation process, up to three of the highest scoring respondents may be invited to interviews with the Evaluation Team. Interviews will consist of standard questions asked of selected respondents, and specific questions regarding individual proposals. Interviews will be worth 100 points. Points awarded for interviews will be separate from the points awarded from the Proposal Evaluation process. If the Port elects to conduct interviews, interview scores will be the sole determinant for ranking among the interviewed Proposers. The Proposer with the highest interview score, therefore, will be issued an “Intent to Award Contract” notification. The Port has the sole and absolute discretion over whether interviews will be conducted or whether the ranking and selection will be based solely on the evaluation of written proposals.

Reference Checks

Reference checks may be used to confirm Proposers' experience, including relevancy of Prior Projects to the services the Port is requesting and the quality of services and staffing provided to prior clients such as

adherence to schedules/budgets, problem-solving, project management, and communication abilities, and quality of deliverables and outcomes.

Other Terms and Conditions

The selection of any respondent for contract negotiations shall not imply acceptance by the Port of all terms of the proposal, which may be subject to further negotiation and approvals before the Port may be legally bound thereby.

Upon completion of the interview scoring, the Port will select the most qualified and responsive respondent with whom the Port staff will commence contract negotiations. If a satisfactory contract cannot be negotiated in a reasonable time with the selected respondent, then the Port, in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest scoring respondent it deems qualified.

The Port reserves the right at any time to approve, disapprove, or modify proposed Program plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFP.

If the selected Proposer fails to deliver the goods, services, or deliverables within the negotiated contract and the negotiated contract timeline or if the selected Proposer fails to meet the Port's acceptance criteria stated in the negotiated contract during the initial term of the contract, the Port reserves the right to terminate the contract and begin contract negotiations with and award a new contract to the next highest scoring Proposer without initiating a new solicitation process.

VI. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP must be directed to John Doll at john.doll@sfport.com.

C. 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 more than ten calendar days after the RFP is issued, provide written notice to the Port 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.

D. Change Notices

The Port may modify the RFP, prior to the proposal due date, by issuing written addenda. Addenda will be sent via regular, first class U.S. mail to the last known business address of each firm listed with the Port as having received a copy of the RFP for proposal purposes. The Port will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Port prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer call the Port before submitting its proposal to determine if the proposer has received all addenda.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. 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 the proposal due date.

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 Port may require a proposer to provide oral or written clarification of its proposal. The Port reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

Failure by the Port 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.

H. Financial Responsibility

The Port 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 Port and may be used by the Port in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

If a 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: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) 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:

a) 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.

b) 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.

c) 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.

J. 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.

K. 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.

L. 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:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, 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 RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or

6. Determine that no project will be pursued.

M. 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.

N. Contract Monitoring Division (CMD) Requirements

1. HRC Forms

All response packages submitted must include the following Contract Monitoring Division (HRC) Forms contained in the HRC Attachment 2: Form 2A - HRC Contract Participation; Form 3 - HRC Non-Discrimination Affidavit. If these forms are not returned with the response package, the response package may be determined to be non-responsive and may be rejected.

Failure to complete, sign and submit each of the required HRC forms may result in the response package being deemed non-responsive and rejected.

If you have any questions concerning the HRC Forms, you may contact Finbarr Jewell at (415) 274-0511, or finbarr.jewell@sfgov.org.

The City strongly encourages proposals from qualified LBEs. Certification applications may be obtained by calling CMD at (415) 252-2500 or by visiting the CMD website at

<http://sfgsa.org/index.aspx?page=5356>

2. Chapters 12B and 12C Requirements (Equal Benefits)

Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit the City 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. All proposing firms should be in the process of becoming compliant with Chapter 12B if not already compliant. The CMD has developed rules of procedure and various resource materials explaining the equal benefits program. These materials are available by calling the HRC Equal Benefits Section at (415) 252-2500 or by visiting the CMD website at <http://sfgsa.org/index.aspx?page=5358#item%201>

All response packages submitted must include HRC Form 12B-101.

If you have any questions concerning the HRC Forms, you may call the HRC Equal Benefits Unit at (415) 252-2500.

O. Displaced Worker Protection (San Francisco Police Code Section 3100C)

This is required for solicitations for contractors subject to Police Code 3100C.1, meaning a contractor who will subcontract for janitorial services on CCSF property subject to certain conditions stated in the ordinance. Note, however if the prime contract involves janitorial, parking lot services or solid waste services, the Administrative Code requires that the contract must require payment of prevailing wages, which applies instead of this section. For further information, see Administrative Code 21C-2, 21C-7.

VII. CONTRACT REQUIREMENTS

A. Standard Contract Provisions

The successful proposer will be required to enter into a management contract substantially to the form of the existing management contract, attached to this RFP, with provisions requiring compliance with all applicable City ordinances and regulations. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The Port, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of the Minimum Compensation Ordinance, the Health Care Accountability Ordinance, in the Agreement), and the First Source Hiring Program in the Agreement), as set forth in paragraphs B, C and D below.

B. 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 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 HRC's website at www3.sfsfsrc.org.

C. 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 <http://www.sfgov.org/olse/mco>.

D. 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 <http://www.sfgov.org/oca/lwlh.htm>.

E. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, the successful proposer will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in S.F. Administrative Code Chapter 83. 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/businessservices/>. You may also contact Lillie Ellison at (415) 701-4883 or Lillie.ellison@sfgov.org.

F. 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.

ATTACHMENT A

Standard Forms

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (See note under item 3.) on the chart, **the contractor should not do so again unless the contractor's answers have changed.** To find out whether these forms have been submitted, the contractor should call Controller at (415) 554-6702.

If a contractor would like to apply to be certified as a disadvantaged business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Human Rights Commission at (415) 252-2500.

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
1.	Request for Taxpayer Identification Number and Certification http://www.sfgov.org/oca/purchasing/forms.htm	W-9	The City's City needs the contractor's taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Office of Contract Admin. Purchasing Division City Hall, Room 430 San Francisco, CA 94102-4685 (415) 554-6702

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
2.	Business Tax Declaration http://www.sfgov.org/oca/purchasing/forms.htm	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as “conducting business in San Francisco” must register with the Tax Collector.	Office of Contract Admin. Purchasing Division City Hall, Room 430 San Francisco, CA 94102-4685 (415) 554-6718
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits http://sfgsa.org/index.aspx?page=5358#item%201 - In Vendor Profile Application	HRC-12B-101	Contractors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the contractor’s answers on this form.	Human Rights Comm. 25 Van Ness, Suite 800 San Francisco, CA 94102-6059 (415) 252-2500

Item	Form Name and Internet Location	Form Number	Description	Return the Form to; For more information
4.	HRC Contract Participation Form http://sfgsa.org/ftp/HRC_for_GSA/uploadedfiles/hrc/Local_Business_Enterprise/HRC_FORMS_AND_ATTACHMENTS_FOR_BIDDING_PRIME_CONTRACTORS/HRC_Attachment_2_(03-25-2011)_d1173.doc	HRC Form 2A		General Services Agency Contract Monitoring Div 30 Van Ness Ave. Suite 200 San Francisco, CA 94102 (415) 581-2310 (415) 581-2351 Fax www.sfgov.org/CMD
5.	HRC Non-Discrimination Affidavit http://sfgsa.org/ftp/HRC_for_GSA/uploadedfiles/hrc/Local_Business_Enterprise/HRC_FORMS_AND_ATTACHMENTS_FOR_BIDDING_PRIME_CONTRACTORS/HRC_Attachment_2_(03-25-2011)_d1173.doc	HRC Form 3		General Services Agency Contract Monitoring Div 30 Van Ness Ave. Suite 200 San Francisco, CA 94102 (415) 581-2310 (415) 581-2351 Fax www.sfgov.org/CMD

Where the forms are on the Internet:

Office of Contract Administration

Homepage: <http://www.sfgov.org/oca/>

Purchasing forms: <http://www.sfgov.org/oca/purchasing/forms.htm>

Human Rights Commission

Search for HRC forms under HRC Homepage: http://www.sfgov.org/site/sfhumanrights_index.asp

ATTACHMENT B

PIER 27 CRUISE TERMINAL BUILDING SUMMARY

Time	Activity Program
Number of Stories	2
Floor Area	Level 1: 46,061 square feet Level 2: 45,135 square feet Total 91,196 square feet
Building Height (above grade plane)	40 feet to roof 46 feet to core elements
Building Length (enclosed space) Roof length (with overhangs)	504 feet 520 feet
Building Width (variable)	35-116 feet
Construction	Steel Frame with Concrete Fill
Exterior	Glazing / Modular Metal Panels

ATTACHMENT C

Port of San Francisco Passengers & Cruise Calls

<u>Year</u>	<u>Disembark</u>	<u>Transit</u>	<u>Embark</u>	<u>Total</u>	<u>Calls</u>
2001	21,645	17,644	25,899	65,188	41
2002	34,322	17,392	31,824	83,538	42
2003	55,690	25,003	56,622	137,315	80
2004	86,447	19,471	91,655	197,573	84
2005	93,434	24,783	93,429	211,646	84
2006	92,763	39,365	91,487	223,615	81
2007	71,520	39,996	73,419	184,935	60
2008	69,976	29,003	74,943	173,922	59
2009	54,946	64,961	52,930	172,837	62
2010	41,776	29,111	41,288	112,175	41
2011	<u>45,750</u>	<u>43,937</u>	<u>46,792</u>	<u>136,479</u>	<u>61</u>
11 years	668,269	350,666	680,288	1,699,223	695
Average	60,752	31,879	61,844	154,475	63
(est) 2012	80,000	40,000	80,000	200,000	65

ATTACHMENT D

HRC Attachment 2

CITY & COUNTY OF SAN FRANCISCO

HUMAN RIGHTS COMMISSION



HRC ATTACHMENT 2

Requirements for Architecture, Engineering, & Professional Services Contracts

FOR CONTRACTS \$50,000 AND OVER

PART I. GENERAL

1.01 SAN FRANCISCO ADMINISTRATIVE CODE CHAPTERS 12B AND 14B

- A. To be eligible for this contract award, prime proposers must agree to comply with the Local Business Enterprise ("LBE") requirements sanctioned by San Francisco Administrative Code Chapter 12B, Section 12B.4 and Chapter 14B, and its implementing Rules and Regulations. Chapters 12B and 14B are administered and monitored by the San Francisco Human Rights Commission ("HRC").
- B. Chapters 12B and 14B and their implementing Rules and Regulations are incorporated by reference herein as though fully set forth and provide that the failure of any proposer or consultant to comply in good faith with these requirements shall be deemed a material breach of contract. Copies of both Chapters 12B and 14B and their implementing Rules and Regulations are available on the HRC website at <http://www.sf-hrc.org/>.
- C. Chapter 14B allows for a ten percent (10%) rating discount, referred to in this Attachment 2 as a "rating bonus," for HRC certified Small – or Micro LBE's. Subject to certain limitations and exceptions, HRC SBA-LBEs may be entitled to a two percent (2%) rating bonus. Joint Ventures with Small or Micro-LBE participation may be entitled to a five percent (5%), seven and a half percent (7.5%), or to 10 percent (10%) rating bonus. The Certification Application is available on the HRC website at <http://www.sf-hrc.org/>.

For assistance with HRC Attachment 2, please contact the following number(s):

HRC Main Office (415) 252-2500 or LBE Certification Unit (415) 252-2531

For compliance and assistance with the Equal Benefits Program, please contact the HRC Main Office.



1.02 SUBMISSION OF HRC FORMS

- A. **Unless otherwise authorized** by HRC, the proposer must submit the following HRC forms in a separate sealed envelope marked "HRC Forms" with the proposal. Failure to complete or submit any of the HRC Forms may cause the proposal to be deemed non-responsive and ineligible for contract award.

Proposers are responsible for reviewing the specific instructions and requirements on each HRC form.

1. **Form 2A: HRC Contract Participation Form:** Identify LBE subconsultants, vendors, and lower tier subconsultants that the proposal relies on to meet LBE subconsultant participation goal. Check the appropriate box under Rating Bonus.
2. **Form 2B: HRC "Good Faith Outreach" Requirements Form:** Document solicitation of LBE participation. This form must be submitted for every solicitation that includes LBE subconsultant participation. Proposer shall meet the specified LBE subcontractor participation goal and shall complete and submit Form 2B in accordance with Form 2B instructions.

In accordance with Section 14B.8(B) of the Administrative Code ("Code"), if a proposer does not demonstrate in its proposal that proposer exceeds the established LBE subcontracting participation goal by at least 35%, such proposer must demonstrate adequate good faith efforts to meet the LBE subconsulting goal. Such proposer must complete and submit Form 2B as required by Form 2B instructions and must submit all good faith documentation as specified in Form 2B with its proposal. Failure to meet the LBE subconsulting participation goal and demonstrate/document adequate good faith efforts shall cause the proposal to be determined non-responsive and rejected.

If a proposer demonstrates in its proposal that it exceeds the established LBE subconsulting participation goal by 35% or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts. Such proposer shall complete and submit Form 2B as required by Form 2B instructions. **NOTE: A SMALL OR MICRO-LBE PRIME PROPOSER MAY COUNT ITS OWN CONTRACT WORK TOWARD THE 35% GOOD FAITH EFFORTS EXCEPTION.**

- *Example:* The LBE subconsulting goal is 10%. Good faith efforts requirements will be waived if the Proposer:
 - 1) Meets the 10% LBE subconsulting goal;
 - AND**
 - 2) Has total LBE participation that equals or exceeds 13.5% of the total proposal amount. The 13.5% represents the 10% LBE subconsulting goal plus 35% of that 10% subconsulting goal.

LBE subconsulting goal set for project	10.0%
35% of the 10% LBE subconsulting goal	3.5%
Total LBE participation must equal or exceed:	13.5%

3. **Form 3: HRC Non-Discrimination Affidavit:** Must be signed by Proposer under penalty of perjury.
4. **Form 4: HRC Joint Venture Form:** Submit ONLY if the Proposer is requesting a rating bonus based on LBE participation in a joint venture partnership.
5. **Form 5: HRC Employment Form:** List the key personnel and responsibilities of the Proposer, Joint Venture partners, and Subconsultants.



B. HRC Contract Performance Forms

Proposers are responsible for reviewing the instructions and requirements on each form. The following HRC forms are submitted with progress and final payment requests.

1. **Form 7: HRC Progress Payment Form:** Submit to Contract Awarding Authority and to HRC for each payment request. *Note:* Page 2; column "A" of the form, ALL firms must be continuously listed including lower tier subconsultants for each payment request.
2. **Form 9: HRC Payment Affidavit:** Submit within ten (10) working days to Contract Awarding Authority and HRC following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there were no payments to subconsultants associated with the progress payment.
3. **Form 8: HRC Exit Report and Affidavit: Submit with final Form 7. A separate Form 8 must be completed** for each LBE Joint Venture partner and LBE subconsultant (including lower-tier LBEs).
4. **Form 10: HRC Contract Modification Form:** This form shall be completed by the Consultant when any (all) amendments, modifications, or supplemental change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent modifications.

Failure to submit any HRC contract performance forms may result in sanctions under Section 14B.11.C including but not limited to withholding or delaying progress and final payments.

1.03 "GOOD FAITH OUTREACH" REQUIREMENTS

All proposers shall undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Administrative Code to select subconsultants to meet the LBE subconsulting participation goal, unless a proposer qualifies for the good faith efforts exception set forth in Section 14B.8(B) for proposers that demonstrate in their proposals that they exceed the established LBE subconsulting participation goal by 35% or more. Please see example in Section 1.02A.2 above.

Under Section 14B.8(C) of the Code, proposals that do not meet the LBE subconsulting participation goal set will be rejected as non-responsive unless the HRC Director finds that the proposer diligently undertook adequate good faith efforts required by Chapter 14B and that the failure to meet the goal resulted from an excusable error.

A proposer must contact an LBE before listing that LBE as a subconsultant in the proposal. A proposal that fails to comply with this requirement will be rejected as non-responsive. Proposers are required to submit Form 2B and supporting documentation EVEN IF the LBE subconsulting goal has been met.

1.04 NON COMPLIANCE AND SANCTIONS

A. Non-Compliance with Chapter 14B

1. A complaint of discrimination or non-compliance concerning LBE participation initiated by any party after contract award will be processed in accordance with Chapter 14B and its implementing rules and regulations.
 - a. If the HRC Director determines that there is cause to believe that a consultant has failed to comply with any of the requirements of the Chapter 14B, HRC Rules and Regulations, or



contract provisions pertaining to LBE participation, the HRC Director shall notify the contract awarding authority and attempt to resolve the non-compliance through conference and conciliation.

- b. If the non-compliance is not resolved through conference and conciliation, the HRC Director shall conduct an investigation and, where the Director so finds, issue a written Finding of Non-Compliance.
 - c. The Director's finding shall indicate whether the consultant acted in good faith or whether noncompliance was based on willful or bad faith noncompliance with the requirements of Chapter 14B, HRC Rules and Regulations, or contract provisions pertaining to LBE participation.
1. Where the Director finds that the consultant acted in good faith, after affording the consultant notice and an opportunity to be heard, the Director shall recommend that the contract awarding authority take appropriate action. Where the Director finds willful or bad faith noncompliance, the Director shall impose sanctions for each violation of the ordinance, HRC rules and regulations, or contract provisions pertaining to LBE participation, which may include:
 - i) reject all proposals;
 - ii) declare a proposal non-responsive;
 - iii) suspend a contract;
 - iv) withhold funds;
 - v) assess penalties;
 - vi) debarment;
 - vii) deny HRC certification;
 - viii) revoke HRC certification; or
 - ix) pursuant to 14B.7(H)(2), assess liquidated damages in an amount equal to the consultant's net profit on the contract, 10% of the total amount of the contract or \$1,000, whichever is greatest as determined by HRC.
 2. The Director's determination of non-compliance is subject to appeal pursuant to HRC Rules and Regulations.
 3. An appeal by a consultant to the Commission shall not stay the Director's findings.
 4. The HRC Director may require such reports, information and documentation from consultants, subconsultants, contract awarding authorities, and heads of departments, divisions, and offices of the City and County as are reasonably necessary to determine compliance with the requirements of Chapter 14B.

B. Procedure for the collection of penalties is as follows:

1. The HRC Director shall send a written notice to the Controller, the Mayor and to all contract awarding authorities or City and County department officials overseeing any contract with the proposer or consultant that a determination of bad faith non-compliance has been made and that all payments due the proposer or consultant shall be withheld.
2. The HRC Director shall transmit a report to the Controller and other applicable City departments to ensure that the liquidated damages are paid to the City.

PART II. RATING BONUS

2.01 APPLICATION

- A. **Eligibility for the LBE Rating bonus:** Certified Small or Micro-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus if the LBE is HRC certified in the type of work that



is called out by the Contract Awarding Authority. Under certain circumstances, SBA LBE's are eligible for an LBE rating bonus. A proposer that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing an HRC denial or revocation at the date and time the proposal is due is not an LBE and is not eligible to receive the rating bonus even if the firm is later certified or ultimately prevails in its appeal.

- B. **Application of the Rating bonus:** The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

1. **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 an HRC certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.
 2. **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 an HRC certified Small or Micro-LBE ...Pursuant to Section 14B.7(E), a 2% rating bonus will be applied to any proposal from an SBA-LBE, except that the 2% 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.
 3. **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 an SBA-LBE..
 4. **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:**
 - a. 10% for each JV among Small and/or Micro LBE prime proposers.
 - b. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers..
 - c. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.
 - d. 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.
 5. A 10% rating bonus for HRC LBE certified non-profit agencies for contracts estimated in excess of \$10,000, but less than or equal to \$10,000,000.
- C. The Rating Bonus for Small or Micro-LBEs or JVs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$10 million. The rating bonus for SBA-LBEs does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

2.02 JOINT VENTURE/PRIME ASSOCIATION

- A. Each Small and/or Micro-LBE JV partner must be responsible for a clearly defined portion of the work to be performed. The rating bonus is applied only when the Small and/or Micro-LBE partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the Small and/or Micro-LBE. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. The joint venture partners must be of the same discipline/each possess the license required by the RFP and the LBE partner(s) must be HRC LBE certified in that area in order to be eligible for the rating bonus. The joint venture partners must be jointly responsible for the overall project management, control, and compliance with 14B requirements.



1. The Small and/or Micro-LBE JV partner's work must be assigned a commercially significant dollar value of the prime work and use its own employees and equipment.
 2. Each member of the joint venture must perform a "commercially useful function" as that term is defined by Section 14B.2 of the Ordinance. A Small and/or Micro-LBE JV partner that relies on the resources and personnel of a non-LBE firm will not be deemed to perform a "commercially useful function."
 3. The following actions are prohibited: i) the non-LBE JV partner performing work for the Small and/or Micro-LBE JV partner; ii) leasing of equipment or property by the Small and/or Micro-LBE JV partner from the non-LBE JV partner; and iii) the hiring of the non-LBE JV partner's employees by the Small and/or Micro-LBE JV partner.
 4. The Small and/or Micro-LBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV in direct proportion to its stated level of JV participation.
 5. The Small and/or Micro-LBE JV partner must perform work that is commensurate with its experience.
 6. A JV must submit an executed JV agreement and management plan detailing each JV partner's responsibilities and tasks.
 7. A JV must obtain a Federal ID number for that entity.
 8. A JV must obtain a tax registration certificate from the City Tax Collectors Office for that entity.
- B. A prime association or partnership is considered the same as a joint venture and must comply with all the JV requirements stated above.
- C. The proposal items to be performed by the Small and/or Micro-LBE JV partner must be identified separately and all work must be accounted for, including subconsulting work.
- D. The cost of the work to be performed by the Small and/or Micro-LBE JV partners is to be calculated as a percentage of the work to be performed by the joint venture partners. The joint venture should deduct the amount of work to be performed by subconsultants from its total contract amount. This percentage is used to determine whether or not the joint venture is eligible for a rating bonus.

EXAMPLE:

Step 1. Calculate total JV partner work:

Total Contract Work	=	100%
Percentage of Total Contract Work Performed by Subconsultants	-	40%
Percentage of Total Contract Work Performed by JV partners	=	60%

Step 2. Calculate Small and/or Micro-LBE JV partner work:

	A	B	C
Description of JV Partners' Scopes of Work	JV Partners' Work as a % of the total contract	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
TASK 1	5%	3%	2%
TASK 2	20%	11%	9%
TASK 3	25%	12.5%	12.5%
TASK 4	10%	6%	4%
TOTAL JV Partner %	60%	32.5%	27.5%



Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro- LBE JV %	27.5%	÷	Total JV %	60%	=	45.8%
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The Small and/or Micro-LBE JV partner's participation is 45.8%. The JV is therefore eligible for a 7.5% rating bonus.

PART III SUBCONSULTANT PARTICIPATION

3.01 SUBCONSULTANT PARTICIPATION GOAL

NOTE: FOR PURPOSES OF THE LBE SUBCONSULTING REQUIREMENTS, "LBE" REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP ALLOWS FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.

- A. All proposers shall achieve the LBE subconsultant participation goal and undertake adequate good faith outreach as set forth in Section 14B.8(D) of the Ordinance to select subconsultants to meet the LBE subconsultant participation goal unless the proposer meets the good faith outreach exception in Section 14B.8.(B). See example in Section 1.02A.2. The LBE subconsultant participation goal can only be met with HRC certified Small and Micro-LBES.

For a directory of certified LBES, please go to:

http://sf-hrc.org/ftp/uploadedfiles/sfhumanrights/directory/vlistS_1.htm.

Proposals that do not meet the LBE subconsultant participation goal set under 14B.8(A) of the Ordinance will be rejected as non-responsive unless the HRC Director finds that the proposer diligently undertook good faith efforts required by the Ordinance and that the failure to meet the goal resulted from an excusable error.

- B. Proposers must identify on Form 2A the particular LBE subconsultants and lower tier subconsultants to be utilized in performing the contract, specifying for each the percentage of participation, the type of work to be performed and such information as the HRC reasonably shall require to determine the responsiveness of the proposal.

The proposer must contact LBE subconsultants prior to listing them. LBES must be certified with HRC on the proposal due date to receive LBE subconsulting credit. Listing an LBE that is not certified at the date and time the proposal is due will result in the loss of credit for that LBE subconsultant and may result in a non-responsive proposal.

Additionally, subconsultants may be listed by more than one proposer.

- C. A subconsultant that has a certification application pending, that has been denied certification, that has had its certification revoked or that is in the process of appealing an HRC denial or revocation at the date and time the proposal is due is not an LBE and cannot be counted as an LBE for purposes of achieving LBE subconsultant participation goal even if the firm is later certified or ultimately prevails in its appeal.
- D. HRC may require the successful proposer to submit performance reports on actual LBE participation at 30%, 50%, 70%, and 90% completion to the Contracting Awarding Authority and HRC.
- E. Determination and calculation of LBE subconsultant participation:



1. The Small and/or Micro LBE subconsultant shall be listed to perform a specific task(s), which is described in the RFP or RFQ.
2. If the Small and/or Micro-LBE subconsultant forms a joint venture with a non-LBE subconsultant, the Small and/or Micro-LBE subconsultant joint venture partner will be credited only for its portion of the work, as follows:

EXAMPLE:

If the total subcontract amount = \$ 1,000,000 of which
\$510,000 is the Small and/or Micro-LBE JV subcontract amount and \$490,000 is the non-LBE subcontract amount, then \$510,000 is credited toward the LBE subconsultant participation goal.

3. All work done by lower-tier Small and/or Micro-LBE subconsultants will be credited toward meeting the goal.

EXAMPLE:

If the total subcontract amount = \$1,000,000,
of which \$200,000 is the lower-tier Small and/or Micro-LBE subconsultant's portion,
then \$200,000 is credited toward the LBE subconsultant participation goal.

4. If a Proposer owns or controls more than one business that is HRC certified as an Small and/or Micro-LBE, the proposer will not receive credit if it lists its other firms to meet the LBE subconsultant participation goal when submitting as a prime. In determining ownership of a business, a business owned by proposer's spouse or domestic partner shall be deemed to be owned by the proposer.
5. It is the responsibility of the proposer to verify the subconsultant's LBE certification status.
6. A Small and/or Micro-LBE subconsultant must be certified in the type of work that the Proposer lists the firm for on HRC Form 2A.
7. The Small and/or Micro-LBE subconsultant must be utilized on the contract to perform a commercially useful function. No credit will be given for a LBE that serves as a pass-through.
8. A Small and/or Micro-LBE Prime proposer must meet the LBE subconsultant participation goal. A Small and/or Micro LBE Prime proposer may not count its participation towards meeting the LBE subconsultant participation goal.
9. A Small and/or Micro-LBE Prime proposer may count its participation towards meeting the good faith outreach exception set forth in 14B.8(B).

F. Substitution, removal, or contract modification of LBE:

No LBE subconsultant listed on Form 2A shall be substituted, removed from the contract or have its contract, purchase order or other form of agreement modified in any way without prior HRC approval. Additionally, no new subconsultants shall be added without prior HRC approval.



PART IV NON-DISCRIMINATION REQUIREMENTS

4.01 GENERAL

As a condition of contract award, Consultants and subconsultants shall comply with the nondiscrimination in employment provisions required by Chapter 12B of the Administrative Code.

4.02 NONDISCRIMINATION PROVISIONS

- A. Prior to the award of the contract, the consultant must agree that it does and will not, during the time of the contract or any contract amendment, discriminate in the provision of benefits between its employees with spouses and employees with domestic partners.
- B. The consultant and subconsultants on this contract will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS/HIV status, weight, height, or association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under this chapter. Discrimination on the basis of sex includes sexual harassment as defined in Section 16.9-25(b) of this Code. The Consultant, Contractor or Subconsultant/Subcontractor will take action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to the fact or perception of their race, color, creed, religion, ancestry, national origin, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height, or AIDS/HIV status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

C. Non-Compliance with Chapter 12B Prior to Contract Award

The consultant and any subconsultants must be in compliance with the nondiscrimination provisions of Chapter 12B, on all existing City contracts prior to award of this contract.

Prior to the award of any City contract, the HRC has the authority to review the consultant's and subconsultant's prior performance to ensure compliance with the nondiscrimination provisions of Chapter 12B.

If the HRC determines that there is cause to believe that a consultant or subconsultant is not in compliance with the nondiscrimination provisions of Chapter 12B, the HRC shall notify the contract awarding authority and attempt to resolve the non-compliance through conciliation.

- 1. If the non-compliance cannot be resolved, the HRC shall submit to the consultant or subconsultant and the contract awarding authority a written Finding of Non-compliance.
- 2. The HRC shall give the consultant or subconsultant an opportunity to appeal the Finding.
- 3. The HRC may stay the award of any contract to a consultant where the consultant or any subconsultant is the subject of an investigation by written notice to the contract-awarding agency.

D. Complaints of Discrimination after Contract Award

- 1. A complaint of discrimination in employment initiated by any party after contract award shall be processed in accordance with the HRC Rules of Procedure, adopted pursuant to Chapter 12B of the San Francisco Administrative Code.
- 2. A finding of discrimination may result in imposition of appropriate sanctions, including:
 - a. There may be deducted from the amount payable to the consultant or subconsultant under this contract a penalty of \$50 for each person for each calendar day the person was discriminated against in violation of the provisions of the contract.



- b. The contract may be canceled, terminated or suspended in part by the contract awarding authority.
- c. The consultant, subconsultant or vendor may be determined ineligible to perform work or supply products on any City contract for a period not to exceed two years.

**FORM 2A: HRC CONTRACT PARTICIPATION FORM**

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only HRC certified Small and/or Micro-LBEs can be used to meet the LBE subconsultant participation goal unless the RFP allows for SBA-LBE subconsultants to count towards the LBE participation goal. A Small and/or Micro- LBE Prime proposer/JV with LBE participation must meet the LBE subconsultant goal. A Small and/or Micro-LBE Prime proposer/JV with LBE participation may not count its participation towards meeting the LBE subconsultant participation goal. Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

Contract:		RATING BONUS	
		<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
Firm:		<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
Contact Person:		<input type="checkbox"/> No Rating Bonus Requested	
Address:		LBE Goal %	
City/ZIP			
Phone			

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK
			%			%
			%			%
			%			%
			%			%
Total % of Work: 100%				Total LBE Subconsulting%		%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): _____ Date: _____

Print Name and Title: _____

** MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See HRC website http://sf-hrc.org/ftp/uploadedfiles/sfhumanrights/directory/vlistS_1.htm for each firm's status.



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the HRC LBE website at http://sf-hrc.org/ftp/uploadedfiles/sfhumanrights/directory/vlistS_1.htm. Use additional sheets if necessary.

FIRM NAME:			VENDOR #:	
ADDRESS:			FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:	FAX:	
SERVICE:				

FIRM NAME:			VENDOR #:	
ADDRESS:			FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:	FAX:	
SERVICE:				

FIRM NAME:			VENDOR #:	
ADDRESS:			FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:	FAX:	
SERVICE:				

FIRM NAME:			VENDOR #:	
ADDRESS:			FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:	FAX:	
SERVICE:				

FIRM NAME:			VENDOR #:	
ADDRESS:			FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:	FAX:	
SERVICE:				

FIRM NAME:			VENDOR #:	
ADDRESS:			FEDERAL ID #:	
CITY, ST, ZIP:		PHONE:	FAX:	
SERVICE:				



FORM 2B: "GOOD FAITH OUTREACH" REQUIREMENTS FORM

This "Good Faith Outreach" form, along with the required supporting documentation must be completed and submitted per the instructions in this form **EVEN IF** the LBE subconsulting participation goal has been met (*Section 14B.8 of the San Francisco Administrative Code*). *Proposers* may obtain a list of certified LBEs from the HRC website: <http://mission.sfgov.org/hrc%5Fcertainment/>

SECTION A

Under Section 14B.8(B) of the Administrative Code, the good faith outreach exception states that if a proposer demonstrates total LBE participation that exceeds by 35% the established LBE subconsultant participation goal for the project, the proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith outreach efforts. Note that a Small or Micro-LBE prime proposer may count its own Contract Work toward the 35% good faith outreach exception. Please see example in HRC Attachment 2, Section 1.02A.2.

Does your proposal demonstrate that you have exceeded the established LBE subconsultant participation goal by 35% or more in accordance with Section 14B.8(B)? ☐ YES* ☐ NO

If the answer is yes, please check "YES", above, and complete Section C (if applicable) and Section D of this Form. If the answer is no, please check "NO", above, and complete Sections B and D of this Form, and submit all required supporting documentation in accordance with the instructions in Section B.

* Note: An answer of "YES", above, is subject to verification by HRC. If the HRC determines that proposer did not exceed the LBE subconsultant participation goal by at least 35% and proposer either failed to undertake adequate good faith outreach efforts or failed to submit supporting documentation with its proposal as required by Section B, items 2 and 4, below, then proposer's proposal shall be declared non-responsive and **AND INELIGIBLE FOR CONTRACT AWARD.**

NOTE: "LBE" REFERS TO SMALL AND MICRO-LBES ONLY, UNLESS THE RFP ALLOWS FOR SBA-LBE SUBCONSULTANTS TO COUNT TOWARDS THE LBE PARTICIPATION GOAL.

SECTION B

All proposers that do not qualify for the good faith outreach exception set forth in Section 14B.8(B) of the Administrative Code must complete this Section B and submit supporting documentation as required.

A proposer must achieve at least 80 points, as determined by HRC, to be deemed compliant with the "good faith outreach" requirements. A proposer who fails to achieve at least 80 points will be declared non-responsive, and the proposal will be rejected. Please check yes or no for each item listed below.

1. Did your firm attend the pre-proposal meeting scheduled by the City to inform all proposers of the LBE program requirements for this project? If the City does not hold a pre-proposal meeting, all proposers will receive 15 points.	<input type="checkbox"/> Yes (15 Points)	<input type="checkbox"/> No (0 Points)
2. Did your firm advertise, not less than 10 calendar days before the due date of the proposal, in one or more daily or weekly newspapers, trade association publications, LBE trade oriented publications, trade journals, or other media, such as: Small Business Exchange, or the Bid and Contracts Section of the Office of Contract Administration's website (http://mission.sfgov.org/OCABidPublication/)? If so, <u>please enclose a copy of the advertisement.</u> <i>The advertisement must provide LBEs with adequate information about the project.</i> If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, no advertisement is required, and all proposers will receive 10 points.	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)



<p>3. Did your firm identify and select work types (as categorized in HRC's LBE Directory) to meet the LBE subconsultant participation goal? If so, please identify the work types below:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<input type="checkbox"/> Yes (10 points)	<input type="checkbox"/> No (0 Points)
<p>4. Did your firm contact LBE firms (LBE firms include MBEs, WBEs and OBEs) for the identified work types (see #3 above), not less than 10 calendar days prior to the due date of the proposal? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that contacts were made.</u> The purpose of contacting LBE firms is to provide notice of interest in proposing for this project.</p> <p>A proposer who contacts those LBE firms certified in the identified work types, not less than 10 calendar days prior to due date of the proposal, will receive up to 45 points. If a proposer does not comply with paragraphs a. & b. below, one point will be deducted for each LBE firm within each identified work type that is not contacted.</p> <p>a. If there are less than 25 firms within an identified work type, a proposer should contact all of them.</p> <p>b. If there are 25 or more firms within an identified work type, a proposer should notify at least 25 firms within such identified work type.</p> <p>If a proposer does not contact any LBE firms, the proposer will receive no points.</p> <p>When contacting LBEs, you should provide adequate information about the project.</p> <p>If the City gave public notice of the project less than 15 calendar days prior to the proposal due date, the allocation of points above still applies, except that the proposer may contact those LBE firms certified in the identified work types less than 10 calendar days prior to the due date of the proposal.</p>	<input type="checkbox"/> Yes (Up to 45 points)	<input type="checkbox"/> No (0 Points)
<p>5. Did your firm follow-up and negotiate in good faith with interested LBEs? If so, <u>please include documentation (i.e. phone logs, emails, faxes, etc.) to verify that follow-up contacts were made.</u> If applicable, your follow-up contact with interested LBEs should provide information on the City's bonding and financial assistance programs.</p> <p>For each interested LBE firm that the proposer does not follow-up with, a point will be deducted.</p> <p>A proposer who does not perform any follow-up contact with interested LBEs will receive no points.</p> <p>*"Interested LBE" shall mean an LBE firm that expresses interest in being a subconsultant to the proposer.</p>	<input type="checkbox"/> Yes (Up to 20 points)	<input type="checkbox"/> No (0 Points)
<p>6. A proposer shall submit the following documentation with this form:</p> <p>(1) Copies of all written proposals submitted, including those from non-LBEs;</p> <p>(2) If oral proposals were received, a list of all such proposals, including those from non-LBEs. The work type and dollar amounts for each such proposal must be specified; and</p> <p>(3) A full and complete statement of the reasons for selection of the subconsultants for each work type. If the reason is based on relative qualifications, the statement must address the particular qualification at issue.</p>		



SECTION C

If a Small or Micro-LBE prime proposer checks "YES" in Section A, above, and is relying on self-performed Contract Work to meet the 35% good faith efforts outreach exception, such Small or Micro-LBE prime proposer must indicate the total value of Contract Work that proposer will perform with its own forces in the space below:

 % of work

SECTION D

Contract Name: _____

Contract No.: _____

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print): _____

Name of Firm (Print): _____

Title and Position: _____

Address, City, ZIP: _____

E-mail: _____

Date: _____



FORM 3: HRC NON-DISCRIMINATION AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the HRC with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Human Rights Commission shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____



FORM 4: HRC JOINT VENTURE FORM

This form must be submitted ONLY if the proposer is requesting a Joint Venture partnership with an Small and/or Micro-LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the proposal. All work must be accounted for including subconsulting work.

SECTION 1: GENERAL INFORMATION

1. Name of Contract or Project:

2. Name of all JV partners: (Check LBE if applicable)

	LBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

3. Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- Describe in detail how decisions will be made for work distribution and compliance of Small and/or Micro-LBE Joint Venture participation.
- Provide each Joint Venture partner's specific duties and responsibilities (include organizational chart)
- Identify the Location of Joint Venture Office.
- Provide in detail how decision will be made for work distribution to Small and /or Micro-LBE subconsultants and/or vendors.
- Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of HRC Attachment 2 for an example.

If the joint venture partners are dividing the work according to a different formula than that described below, please contact HRC staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with HRC regarding their joint venture prior to submitting their proposal.

The rating bonus is awarded based on the Small and/or Micro-LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV partner tasks	=	%



Step 2. Calculate Small and/or Micro-LBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total project	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV %	%	%	%

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro-LBE JV Partner %		÷	Total JV %		=	%
--	--	---	------------	--	---	---

JOINT VENTURE PARTNERS MUST SIGN THIS FORM

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name and Title (Print)

Name and Title (Print)

Firm Name

Firm Name

Telephone

Date

Telephone

Date



FORM 5: HRC EMPLOYMENT FORM

This form is to be submitted with the proposal.

1. Indicate key personnel designated to work on this project for the entire project team (prime proposer, joint venture partners, subconsultants, and vendors).

The employees listed should include all those listed in other sections of the proposal.

NAME OF FIRM	NAME OF EMPLOYEE	PROJECT ROLE	RACE	SEX

Sign below including each joint venture partner.

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name and Title (Print)

Name and Title (Print)

Firm Name

Firm Name

Telephone

Date

Telephone

Date



FORM 7: HRC PROGRESS PAYMENT FORM

To be completed by Consultant and submitted to the Contract Awarding Authority and HRC with its monthly progress payment application (transmit to the following):

TRANSMITTAL

TO: Project Manager/Designee COPY TO: HRC Contract Compliance Officer
Firm: _____ Date: _____

SECTION 1. Fill in all the blanks

Contract Number: _____ Contract Name: _____

Reporting Period From: _____ To: _____ Progress Payment No: _____

The information submitted on Sections 1 and 2 of this form must be cumulative for the entire contract as opposed to individual task orders. Additionally, the information submitted on Sections 1 and 2 of this form must be consistent. See next page for Section 2.

1. Original Contract Award Amount:	\$ _____
2. Amount of Amendments and Modifications to Date:	\$ _____
3. Total Contract to Date including Amendments and Modifications (Line 1 + Line 2):	\$ _____
4. Sub-total Amount Invoiced this submittal period: Professional Fees	\$ _____
5. Sub-total Amount Invoiced this submittal period: Reimbursable Expenses	\$ _____
6. Gross Amount Invoiced this submittal period (Line 4 + Line 5):	\$ _____
7. All Previous Gross Amounts Invoiced:	\$ _____
8. Total Gross Amounts of Progress Payments Invoiced to Date (Line 6 + Line 7):	\$ _____
9. Percent Completed (Line 8 ÷ Line 3):	_____ %

Consultant, including each joint venture partner, must sign this form.

_____ Owner/Authorized Representative (Signature)		_____ Owner/Authorized Representative (Signature)	
_____ Name (Print)		_____ Name (Print)	
_____ Title (Print)		_____ Title (Print)	
_____ Firm Name		_____ Firm Name	
_____ Telephone	_____ Fax	_____ Telephone	_____ Fax
_____ Date		_____ Date	



SECTION 2. For column "A", list the Prime Consultant, each joint venture partner and ALL subconsultants and vendors including 2nd and 3rd tier subconsultants. Make copies if more space is needed. Attach copies of all invoices from primes/subconsultants supporting the information tabulated for this progress payment.

Notes: 1) ALL firms must be CONTINUOUSLY listed on column "A" regardless if a firm is not requesting payment and
2) Failure to submit all required information may lead to partial withholding of progress or final payment.

Identify LBE Goal of this contract: %

A	B	C	D	E	F	G	H
Name of Firm. List prime consultant, including each JV partner, and all subconsultants including lower tier LBEs. Indicate if the firm is an LBE.	Service Performed	Amount of Contract or Purchase Order at Time of Award	Amount of Modifications to Date	Total Amount of Contract or Purchase Order to Date +/- Modifications (C + D) or (C-D)	Amount Invoiced this Reporting Period	Amount Invoiced to Date, including Amount Invoiced this Reporting Period (F).	Percent Complete to Date (G÷E)
							%
							%
							%
							%
							%
							%
							%
							%
LBE Sub-Totals							%
Professional Fees							
Reimbursable Expenses							%
CONTRACT TOTALS							%



FORM 9: HRC PAYMENT AFFIDAVIT

Consultant or Joint Venture partners must submit this form to the Contract Awarding Authority and HRC within ten (10) working days following receipt of each progress payment from the Contract Awarding Authority. This form must be submitted EVEN if there is no sub payment of this reporting period and until completion of the contract.

TO: Project Manager/Designee

COPY TO: HRC Contract Compliance Officer

Firm: _____

Date: _____

List the following information for each progress payment received from the Contract Awarding Authority. Use additional sheets to include complete payment information for all subconsultants and vendors (including lower tiers utilized on this Contract. Failure to submit all required information may lead to partial withholding of progress payment.

Contract Number: _____ Contract Name: _____

Contract Awarding Department: _____

Progress Payment No.: _____ Period Ending: _____

Amount Received: \$ _____ Date: _____ Warrant/Check No.: _____

☐ Check box and sign below if there is no sub payment for this reporting period.

Subconsultant/Vendor Name	Business Address	Amount Paid	Payment Date	Check Number
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		

I/We declare, under penalty of perjury under the laws of the State of California that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime consultant, including each joint venture partner, must sign this form (use additional sheets if necessary)

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name (Print)

Title

Name (Print)

Title

Firm Name

Firm Name

Telephone

Date

Telephone

Date



FORM 8: HRC EXIT REPORT AND AFFIDAVIT

Prime Consultant must complete and sign this form (Sections 1 and 4) for each LBE subconsultant (incl. lower tier LBEs). **All** LBEs must complete and sign Sections 2 and 3 of this form. These forms should be submitted to the Contract Awarding Authority with the final progress payment request.

TRANSMITTAL

TO: Project Manager/Designee COPY: HRC Contract Compliance Officer
FROM (Consultant): _____ Date Transmitted: _____

SECTION 1. Please check this box if there are no LBE subconsultants for this contract: ☐

Reporting Date: _____ Contract Name: _____
Name of LBE: _____ Portion of Work (Trade): _____
Original LBE Contract Amount: \$ _____
Change Orders, Amendments, Modifications \$ _____
Final LBE Contract Amount: \$ _____
Amount of Progress Payments Paid to Date: \$ _____
Amount Owning including all Change Orders, Amendments and Modifications \$ _____

Explanation by Consultant if the final contract amount for this LBE is less than the original contract amount:

SECTION 2. Please check one:

- ☐ I did NOT subcontract out ANY portion of our work to another subcontractor.
☐ I DID subcontract out our work to:

Name of Firm: _____ Amount Subcontracted: \$ _____
Name of Firm: _____ Amount Subcontracted: \$ _____

SECTION 3.

To be signed by the LBE Subconsultant or vendor:

- ☐ I agree ☐ I disagree

Explanation by LBE if it is in disagreement with the above explanation, or with the information on this form. LBE must complete this section within 5 business days after it has received it from the Prime. It is the LBE's responsibility to address any discrepancies within 5 business days concerning the final amount owed. If the LBE fails to submit the form within 5 business days, the Prime will note this on the form and submit the form as is with the final progress payment:

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



SECTION 4.

If this form is submitted without the LBE's signature, the Prime must enclose verification of delivery of this form to the subconsultant.

I declare, under penalty of perjury under the laws of the State of California, that the information contained in Section 1 of this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within three (3) days after receipt of the City's final payment under the Contract.

Owner/Authorized Representative (Signature)

Name and Title (Print)

Firm Name

Telephone

Date



FORM 10: HRC CONTRACT MODIFICATION FORM

Consultant must submit this form with the required supporting documentation when processing amendments, modifications or change orders that cumulatively increase the original contract amount by more than 20%, and then for all subsequent amendments, modifications or change orders. This form must be completed prior to the approval of such amendments, modifications or change orders. (This provision applies only to contracts originally valued at \$50,000 or more).

Name of Project/Contract Title: _____

Original Contract Amount: _____

Contract Amount as Modified to Date: _____

Amount of Current Modification Request: _____

REQUIRED ATTACHMENTS:

1. Revised Form 2A reflecting the new overall contract amounts for the prime consultant, joint venture partners, subconsultants, and vendors.
2. A list of all prior contract amendments, modifications, supplements and/or change orders leading up to this modification, including those leading up to the amendment which increased the original contract amount by more than 20%.
3. A spreadsheet showing each firm's participation for the overall contract, including each firm's participation to date and proposed participation under the modification.
4. A brief description of the work to be performed under this amendment, modification, or change order.

Owner/Authorized Representative (Signature)

Name (Print)

Title

Firm Name

Telephone

Date

Owner/Authorized Representative (Signature)

Name (Print)

Title

Firm Name

Telephone

Date

HRC LBE COMMITMENT CERTIFICATION FORM

I, _____, by affixing my signature hereto, acknowledge that I have read all Human Rights Commission Requirements as set forth in the CONTRACT, and will meet the overall Local Business Enterprise (LBE) subconsulting/subcontracting goal of 15% of the total value of the non-payroll expenditures. This goal will be met with LBE firms that are certified by the San Francisco Human Rights Commission.

The 15% LBE subconsulting/subcontracting goal can be met by the cumulative participation by LBEs in all phases of the contract to include possible opportunities in such areas as professional/general services, parking, tenant improvements, maintenance, supplies and/or concessions.

After CONTRACT award, I, the winning entity, will meet with HRC on a regular basis to develop and implement a plan to meet the 15% LBE subconsulting/subcontracting established for the contract.

Proposer's Name

Signature of Proposer or Authorized Representative

Name and Title of Signer

Date

Proposer's Street Address

Proposer's City, State, Zip

Proposer's Telephone Number

END OF DOCUMENT

ATTACHMENT E

Cruise Terminal Site Plan



ATTACHMENT F

Cruise Terminal Renderings



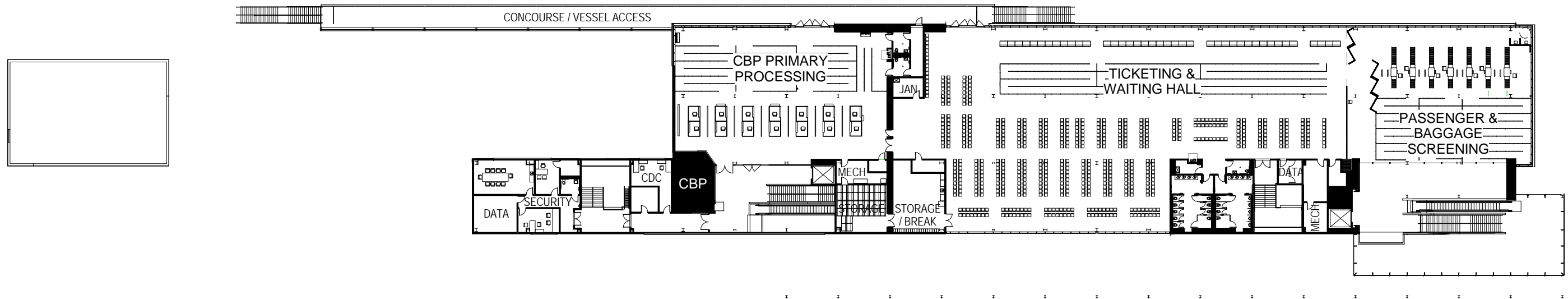
PROPOSED VIEW FROM COIT TOWER – CRUISE DAY



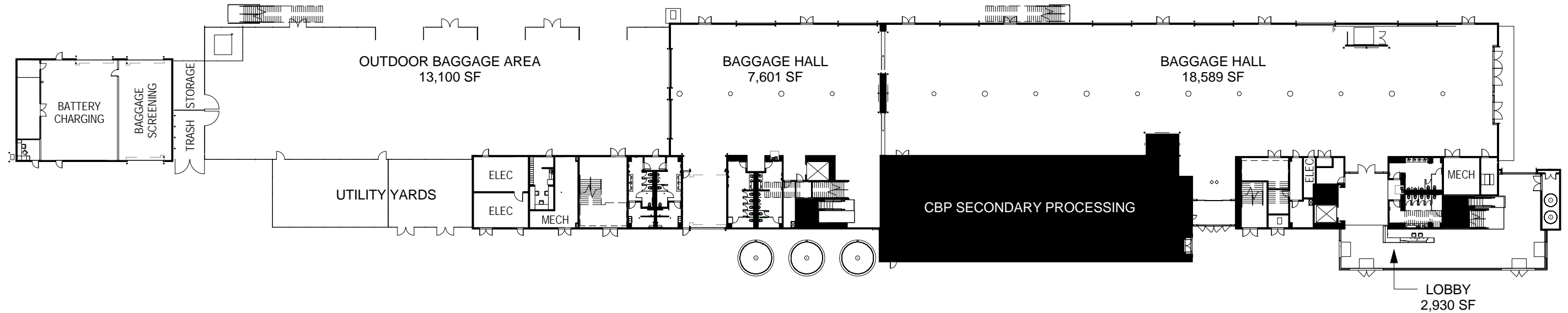
PIER 27 JAMES R HERMAN CRUISE TERMINAL

ATTACHMENT G

Cruise Terminal: Floors Plans for Cruise Terminal Operations



2 SPACE PLAN - LEVEL 2



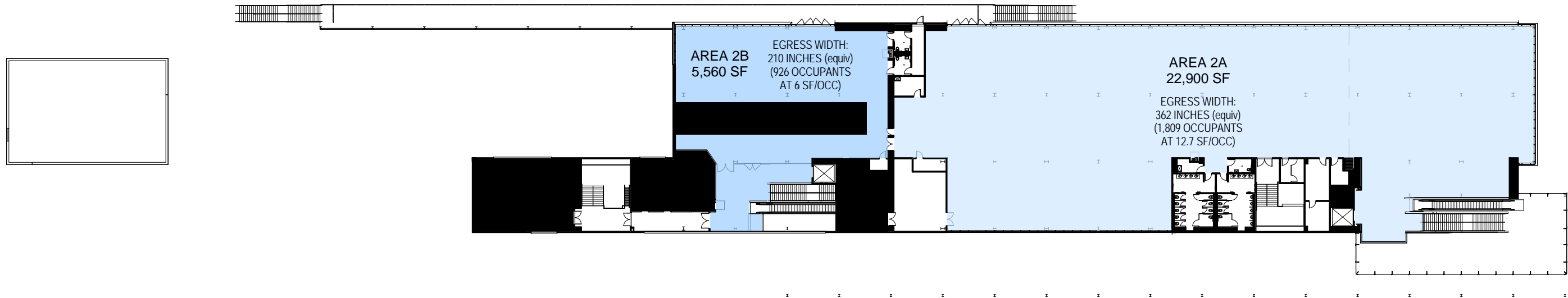
1 SPACE PLAN - LEVEL 1

PORT OF SAN FRANCISCO PIER 27 JAMES R. HERMAN CRUISE TERMINAL			
K M D KAPLAN McLAUGHLIN DIAZ ARCHITECTURE PLANNING 222 VALLEJO SAN FRANCISCO, CA 94111 (415) 398-5191 FAX (415) 394-7158		DRAWING DESCRIPTION	
PFAU LONG ARCHITECTURE 98 Jack London Alley San Francisco CA 94107 415 908 6408 pfaulong.com		SPACE PLANS	
PROJECT NO.		DRAWING NO.	
603-208		SK-72	
DATE			
10/12/12			

ATTACHMENT H

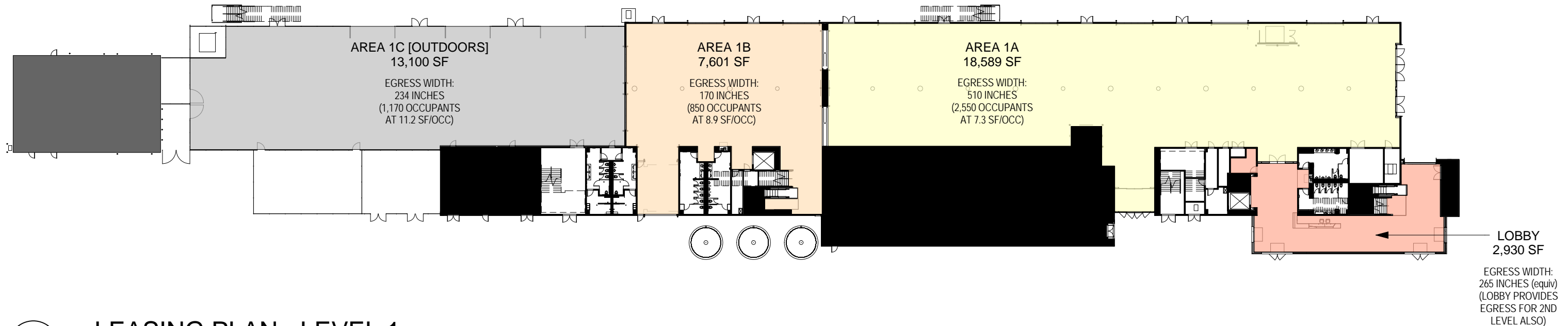
Cruise Terminal: Floor Plans for Special Events

(Available areas shown in color)



2 LEASING PLAN - LEVEL 2

SCALE: 1" = 50'-0"



1 LEASING PLAN - LEVEL 1

SCALE: 1" = 50'-0"

NOTE: OCCUPANT LOADS SHOWN HERE ARE THE HYPOTHETICAL MAXIMUMS BASED ON THE WIDTH OF EXIT DOORS AND STAIRS SERVING EACH SPACE. ACTUAL ALLOWABLE OCCUPANT LOADS MUST BE DETERMINED BASED ON THE PROPOSED USE OF THE FACILITY AND REQUIREMENTS OF THE FIRE DEPARTMENT DETERMINED THROUGH A SPECIAL EVENT PERMIT PROCESS.

PORT OF SAN FRANCISCO PIER 27 JAMES R. HERMAN CRUISE TERMINAL			
K M D KAPLAN McLAUGHLIN DIAZ ARCHITECTURE PLANNING 222 VALLEJO SAN FRANCISCO, CA 94111 (415) 398-5191 FAX (415) 394-7158		DRAWING DESCRIPTION	
PFAU LONG ARCHITECTURE 98 Jack London Alley San Francisco CA 94107 415 908 6408 pfaulong.com		LEASING PLANS	
PROJECT NO.		DRAWING NO.	
603-208		SK-71	
DATE			
10/12/2012			