REQUEST FOR PROPOSALS
Earthquake Vulnerability Study of the Northern Waterfront Seawall
RFP# PRT1415-01
CONTACT: Esther.Reyes@sfport.com

Overview
The Port of San Francisco ("Port"), a department within the City and County of San Francisco ("City"), is a self-supporting, municipal enterprise agency overseeing 7-1/2 miles of waterfront property along the San Francisco Bay. The Port has initiated a program to identify and upgrade portions of the waterfront vulnerable to earthquakes, flooding, and climate change.

The Port, through this Request for Proposals ("RFP"), seeks a qualified* Contractor to complete an earthquake vulnerability study of the Northern Waterfront Seawall which extends approximately 4 miles from Fisherman’s Wharf to Pier 50. Components of the study will include: assessment of available information and condition, state of the art engineering analysis to determine likely damage to the seawall and infrastructure within the zone of influence, economic impacts resulting from multiple earthquake scenarios, development of conceptual level retrofits/costs, and recommendations for implementation of improvements and/or further study. The selected Contractor shall provide all services, labor, materials, and equipment necessary to complete the scope of work described in this RFP.

The Port strongly encourages City Contract Monitoring Division ("CMD")-certified Local Business Enterprises ("LBEs") to submit Proposals and will provide LBE prime Proposers with a ratings bonus in accordance with Attachment II.

*Proposers must meet the Minimum Requirements described in Attachment V, to be considered for evaluation.

Estimated Contract Budget and Term: A not-to-exceed maximum of $425,000 over a one-year contract term. Actual contract budget and term may vary, depending upon service needs and Contractor performance at the Port’s sole discretion.

Desired Start Date: November 15, 2014

Local Business Enterprise Subcontracting: The local business enterprise ("LBE") subcontracting goal for this RFP is 25% of all goods and services contracted under this RFP.

Local Business Enterprise Rating Discount: CMD Certified LBE prime contractors and Joint Ventures are eligible for Rating Bonus per Chapter 14B. See Attachment II.

Schedule*
RFP Issued…………………………………………………08-11-2014
Pre-Proposal Conference…………………08-19-2014 (1:30 pm PT)
RFP Questions Deadline…………………08-20-2014 (5 pm PT)
Proposals Deadline…………………………09-12-2014 (3 pm PT)
Short List Announced…………………09-22-2014
Short-listed Proposer Interviews…………………Week of 10-06-2014
Contract Award Intent Notification…………………10-15-2014
Contract Term begins……………………………………11-15-2014

*Each date subject to change. Check Office of Contract Administration Bids and Contracts website for latest schedule.

RFP Questions and Communications
Interested parties should only contact those employees or officials of the City specifically designated in this RFP and its Attachments.

E-mail questions to Esther.Reyes@sfport.com by the RFP Questions Deadline. No questions will be accepted after the RFP Questions Deadline with the exception of City vendor compliance and Contract Monitoring Division form questions.

Pre-Proposal Conference attendance is recommended. See RFP Section 3 for more information.

Port of San Francisco ● Pier 1 ● San Francisco, CA 94102 ● 415-274-0400 ● sfport.com
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Exhibit D  Seawall Presentation, EERI NC Chapter Meeting, 7/17/14
1. Introduction

1.1 Definitions

General terms used in this Request for Proposals (“RFP”) are defined as follows:

Consultant or Contractor refers to the Proposer who receives a contract award for services under this RFP.

Multidisciplinary Engineering Team refers to a team of engineers of three or more disciplines.

Proposer refers to any entity submitting a Proposal in response to this RFP.

Study or Project refers to the services procured under this RFP.

1.2 Statement of Need and Intent

The Port of San Francisco (“Port”) seeks services from a Contractor to perform an earthquake vulnerability study of the northern waterfront seawall, which consists of a rock embankment, bulkhead and wharf structure that protects four miles of waterfront assets from Hyde Street to Pier 50. The Contractor will provide specialized engineering services to assess the existing conditions, evaluate likely earthquake damage using state of the art knowledge and techniques, forecast economic impacts under various earthquake scenarios, develop conceptual level retrofits and associated costs, and make recommendations for further study and action. The Contractor will be expected to produce a high level engineering study based on existing information with limited new field investigations. The results and recommendations of the study will inform the Port’s development of a waterfront safety and resiliency program with the goals of enhancing life safety, maintaining the viability of the Port’s operations, and increasing protection of the Port’s and City’s waterfront assets in the face of degradation, flooding, earthquakes, climate change, and security hazards. Initial findings are expected in the spring of 2015 with final reports by end of summer 2015.

Goals of this Project

- Conduct an inventory of available information (geotechnical borings and reports, as-built drawings, repairs and modifications, and condition);
- Analyze and assess earthquake performance of the seawall, bulkhead wall & wharf, and associated impact to buildings and infrastructure within the zone of influence of the seawall under multiple scenarios: moderate earthquake, strong earthquake, and maximum credible earthquake;
- Forecast damage, life safety issues and economic impacts under the multiple earthquake scenarios;
- Develop conceptual level earthquake retrofits, estimate costs, and assess cost/benefit including such factors as constructability risks and impacts, historic impacts, environmental impacts, permits/entitlement, climate change, and resiliency;
- Assist the Port in prioritizing next steps including recommendations for: additional investigation and study, if required, identification of early implementation projects, and potential funding sources from local, state and federal agencies.
The engineering analysis needed for this project is highly technical and requires expertise in the fields of earthquake engineering, geotechnical engineering, marine structural engineering, cost estimating, and economic impact assessment. This expertise is beyond the capabilities of the Port and City staff.

The Contractor who receives a contract award from this RFP will provide services and report to the Port’s Engineering Division staff. The Contractor shall provide all services, labor, materials, and equipment necessary to complete the scope of work described in this RFP.

1.3 Background Information

The San Francisco Seawall is a rockfill and concrete bulkhead wall/wharf structure that protects four miles of shoreline stretching from Fisherman’s Wharf in the north to Pier 50 in the south. Construction began in the late 1800s and was completed over the next 30 years. The wall was built by dredging a trench several hundred feet Bayward from the natural shoreline, filling with rock to create an embankment, and capping with a concrete bulkhead wall and wharf structure. The land behind the seawall was gradually in-filled to create backlands extending to the original shore and pile supported finger piers were built extending into the Bay (see Exhibit B, map with original shoreline). The seawall is composed of 21 sections, similar in basic concept, but differing in details. Today, the San Francisco waterfront includes important infrastructure such as the Embarcadero Promenade and Roadway, the Muni light rail line and F line historic street cars, BART Transbay Tube, major utilities including San Francisco Public Utilities Commission (“SFPUC”) combined sewer and Auxiliary Water Supply System, public open spaces and plazas, and buildings of various types including the landmark Ferry Building and bulkhead buildings. Of the 40 original Piers, 20 remain and are highly valuable assets. The seawall, bulkhead wharves, piers, and bulkhead and shed buildings are important historic and cultural resources, which together form the Embarcadero Historic District, listed on the National Register of Historic Places since 2006.

The seawall and the assets that it secures are potentially vulnerable to significant damage and associated life safety hazards in a major earthquake. Some sections of the seawall are constructed over liquefiable soil and/or bay mud, and much of the backlands are composed of non-engineered fill over bay mud. Historically, earthquake damage has been severe in areas of reclaimed waterfront land. A 1992 Liquefaction Study of much of the waterfront backlands predicted significant earthquake-induced lateral spreading and settlement along the majority of the waterfront (see Exhibit E, “Final Report, Liquefaction Study, North Beach, Embarcadero Waterfront, South Beach, and Upper Mission Creek Area, San Francisco, CA” prepared for SFPW, by Harding Lawson, Dames & Moore, Kennedy/Jenks/Chilton, EQE, dated January 1992). Recent investigations for the Brannan Street Wharf and Pier 43 Promenade projects predicted significant earthquake damage to those sections of seawall including lateral movement of the rock dike, instability of the concrete bulkhead, and potential collapse of the bulkhead wharf. In both cases, the wharves were replaced to eliminate the collapse hazard and the worst portions of the bulkhead wall were stabilized or replaced. Overall movement of the underlying rock dike is still anticipated, however, as mitigation was beyond the budget of these open space projects.

While some of the waterfront assets have been subjected to significant levels of earthquake induced ground shaking, the majority have not and many are now of advanced age and deteriorated condition. At the time of the Great San Francisco Earthquake of 1906, the last major earthquake in San Francisco, the Ferry Building and most of the rock embankment seawall to the north was in place and appears to have performed surprisingly well. The current piers, the majority of the bulkhead wall and wharf, and the seawall to the south of the Ferry Building were built years later, mostly between 1909 and the 1930s. The 1989 Loma Prieta Earthquake subjected most all of these assets to moderate levels of ground shaking, and while some areas of the City experienced significant damage including the Embarcadero Viaduct, the seawall, bulkhead wharf and many of the Piers experienced little to no
obvious damage. This event, however, did not create the levels of ground shaking that will most likely impact the waterfront in the near future. The United States Geological Survey states “there is a 62 percent probability that an earthquake with a magnitude of 6.7 or more will occur in the Bay Area within the next 30 years”. An event on the Hayward fault or northern section of the San Andreas Fault will subject the waterfront to potentially severe levels of ground shaking and has the potential to cause significant damage to many assets.

As part of the Port’s overall plan for the future of the seawall and bulkhead wharf, a more thorough understanding of the magnitude and severity of earthquake damage is vital. The study procured through this proposed RFP will help answer the following questions:

1. Can the seawall withstand a seismic event ranging from 6.7 to 8.0 in magnitude on the Hayward or San Andreas Fault?

2. What type of damage and disruption would be caused by moderate to major earthquakes?

3. Would flood protection be compromised for the financial district, the Muni tunnels or even BART? Would ferry service be disrupted, the Embarcadero Roadway become unusable, and the Promenade suffer cracks, settlement and offsets?

4. Will critical utilities be out of commission such as fire sprinklers, water and sewer?

5. Would a moderate or major earthquake cause collapse of the bulkhead wharves, risking human life and leaving the finger piers inaccessible islands without utilities?

Additionally, the Contractor will provide the Port and City with engineering and economic information to aid in prioritizing and developing the overall plan for the future of the Seawall, considering expected deterioration, sea level rise, and the need for public safety.
2. Scope of Work

2.1 General Information

2.1.1 The Scope of Work described below is a general guide to the work the Port expects to be performed, and is not a complete listing of all services that may be required or desired.

2.1.2 Attachment V, Proposal Template: Each Proposer is required to use Attachment V, Proposal Template to document responsiveness to each of the following Contractor requirements and the Scope of Work. Each Proposer should focus on the Minimum Requirements stated in Attachment V. Proposers that do not meet or exceed the Minimum Requirements will not be evaluated nor be considered eligible for contract award.

2.1.3 The Port will negotiate the specific contract scope of services, budget, deliverables, and timeline with the highest-scoring Proposer (selected from Evaluation Phase II). However, there is no guarantee of a contract award, minimum amount of work or compensation for any Proposer(s) who may be selected for contract negotiations.

2.2 Minimum Requirements

To be eligible for consideration and scoring under this RFP, each Proposer must satisfy the following minimum requirements. Please see Attachment V.

2.2.1 Minimum Required Experience. The Prime Proposer shall demonstrate the following minimum experience:

A. Completed a minimum of two (2) projects in the last seven (7) years as a Prime Consultant responsible for leading a multi-disciplinary engineering team to complete an earthquake evaluation and/or earthquake retrofit project, at least one (1) of which was for a government client. For each of these projects, the minimum value of assets analyzed must be at least $10 million dollars and the projects must be substantially complete by the issue date of this RFP.

B. Completed a minimum of one (1) project in the last seven (7) years that required geotechnical analysis of filled lands and bay mud for effects of earthquake induced ground shaking.

2.2.2 Minimum Required Credentials. The Prime Proposer must possess the following licenses, certifications, and permits for the services. The Prime Proposer shall provide valid, current copies of these credentials as part of Attachment V in response to this RFP.

A. California Department of Consumer Affairs, Board for Professional Engineers & Land Surveyors (“BPELS”) Geotechnical Engineer License.

B. California Department of Consumer Affairs, Board for Professional Engineers & Land Surveyors (“BPELS”) Civil or Structural Engineer License.
2.3 Scope of Work

2.3.1 Introduction. The Port believes the following expertise and capabilities are desirable and relevant to project success. Proposers should therefore demonstrate that their key personnel assigned to this Project possess the following expertise and capabilities, or should explain why any such expertise is not relevant. Proposers should also explain additional relevant expertise, if any, and demonstrate the capabilities of staff in additional areas.

A. Management and coordination of a multi-disciplinary engineering team to successfully deliver complex projects for government clients,
B. Earthquake analysis and retrofit design of existing infrastructure,
C. Geotechnical analysis of filled lands and bay mud for effects of earthquake induced ground shaking,
D. Complex soil structure analysis using advanced methods,
E. Generation of site specific earthquake ground motions,
F. Structural engineering earthquake analysis using displacement based techniques incorporating non-linear behavior,
G. Engineering of marine and coastal structures,
H. Engineering analysis of earthquake performance of underground utilities,
I. Engineering analysis of earthquake performance of surface infrastructure including roadways and pavements,
J. Cost estimating of waterfront infrastructure and earthquake improvements,
K. Economic impact analysis,
L. Historic preservation experience,
M. Environmental permitting experience,
N. Ability to provide all services, labor, materials, and equipment necessary to accomplish the tasks described in this RFP.
O. Familiarity with all laws and regulations applicable to the scope of work.
P. Ability and experience in working with local regulatory agencies.

2.3.2 Scope of Work Phases. The Port has developed the following scope of services and phases as a means to achieve the project goals. Proposers may suggest alternatives in their Proposals, as long as they are identified as such. Proposers should be prepared to perform this anticipated Scope of Work, which will include, but not be limited to, the following phases, tasks and associated deliverables.

The intent of the engineering study is to provide an overall understanding of the earthquake vulnerability of the approximately four (4) miles of northern waterfront seawall and related infrastructure; to assess economic impacts due to earthquake damage; to develop conceptual level earthquake retrofits and costs; and to prioritize areas for additional study and near term improvements. The study will largely be based on existing information and utilize current state of the art techniques to analyze and predict behavior/damage of the seawall, bulkhead and wharf, and structures and infrastructure within the area of influence. The Port recognizes that there may be limitations on the amount and quality of existing available information, limitations on funding available for performing additional investigations, and limitations on project budget necessary for detailed study of a majority of the study.
area, however the Port is looking for a Consultant that can develop and execute a workplan that best supports the overall program to identify and upgrade portions of the waterfront vulnerable to earthquakes, flooding, and climate change.

2.3.3 Phase 1 - Research: The purpose of this phase is to (a) collect available existing information on the seawall, bulkhead wharf, geotechnical conditions, and nearby infrastructure (including construction drawings, photographs, geotechnical reports and borings, investigations, condition surveys, rapid structural evaluations, etc.), (b) assess the quality and reliability of the information, note data gaps, and make recommendations as to the need and benefit of any additional investigations, (c) research similar and relevant projects, and (d) review relevant technical studies and published research. Port staff will assist the Contractor in compiling Port information and may be available to assist in condition surveys based upon the agreed upon scope of work.

Phase 1 Deliverables:
1. Data log of existing information, updated regularly as needed.
2. Northern Waterfront Seawall, Research and Findings Report (Draft & Final Versions)

2.3.4 Phase 2 - Earthquake Vulnerability Study: Evaluate the earthquake performance of the seawall, bulkhead wall/wharf, and other infrastructure within the zone of influence of the seawall. The evaluation should include:

- Assessment of existing conditions along with key assumptions.
- Earthquake evaluation criteria and methodology.
- Development of geotechnical ground profile along the northern waterfront and backlands including representative sections at important intervals.
- Development of site specific ground motions for three hazard levels represented by a probability of exceedance of 50% in 50 years, 10% in 50 years, and a Maximum Credible Earthquake. Ground motions shall consider the variability of fill along the waterfront and directionality effects of fault rupture.
- Assessment and quantification of earthquake induced ground hazards including liquefaction, lateral spreading, settlement, and slope stability
- Earthquake performance analysis of the rock embankment, bulkhead wall, and bulkhead wharf structures when subjected to the site-specific ground motions. Consultant shall use state of the art techniques that have gained acceptance in the field of Earthquake Engineering. Analysis shall include non-linear soil structure effects and capture non-linear structural behavior of the pile supported bulkhead wharves. Consultant shall recommend the criteria for evaluation and seek approval from Port engineering. It is anticipated that detailed analysis will be limited to representative sections and/or vulnerable sections, and that overall performance will be extrapolated based on the results of such analysis, historical performance, engineering judgment and expertise.
- Assess impacts to infrastructure within the zone of influence of the seawall. Infrastructure shall include utilities, roadways and promenades, railways, tunnels, piers and building structures located within the zone. The zone of influence shall be determined based on results of the earthquake performance analysis of the seawall and include infrastructure that is either directly impacted or left in a more vulnerable state post-earthquake. Assessment is envisioned to be more subjective than qualitative; however, important assets may need to be investigated more thoroughly. An overall understanding of the amount and type of assets, the type of expected damage, and the potential impacts is the goal with a special focus on assets that must remain functional or easily repaired post-earthquake. Port staff will participate and assist Contractor in gathering information on assets.
• Forecast economic impacts caused by the representative earthquake scenarios considering the predicted damage to the seawall and associated infrastructure. This is a high level forecast and should be based on methods similar to those used by FEMA to assess costs associated with national disasters. Impacts to Port revenue sources should be highlighted.

**Phase 2 Deliverables**

iii. *Northern Waterfront Seawall, Earthquake Vulnerability Study (Draft & Final Versions)*. The report shall include an executive summary, description of the seawall and zone of influence, analysis methodology, findings, economic impact analysis, and recommendations. Include appendices with detailed geotechnical maps & sections, development of earthquake hazards, analysis calculations, and other relevant information.

**2.3.5 Phase 3 – Recommendations for Mitigation of Earthquake Hazards:** Develop a range of conceptual retrofit alternatives and associated costs. Evaluate costs, benefits, risks and “values” of alternatives including, but not limited to: construction impacts to Port tenants, Embarcadero Promenade, Embarcadero Roadway, utilities, neighbors; construction risks due to unforeseen conditions, difficult, or unique methods, constructability; environmental impacts; historic impacts; resilience and adaptability to sea level rise and other climate change hazards. Recommend areas for further study, potential early implementation projects to address significant vulnerabilities, and long term options that maintain functionality and are compatible with response to climate change.

**Phase 3 Deliverables**

iv. *Northern Waterfront Seawall, Recommendations for Mitigation of Earthquake Hazards (Draft & Final Versions).*

**2.3.6 Communications and Reporting to Port Engineering Division:** Establish a mutually acceptable communication protocol. Attend a regular bi-weekly status meeting with the Port’s project manager and key staff. Provide monthly status updates with invoicing (work accomplished this period, work planned next period, key issues list, updated project schedule, % complete for each WBS phase/task). Provide submittals and other data in electronic format compatible with Port software at no charge. Formal submittals shall be submitted in PDF and in native software formats; paper copies are not required.

**Ongoing Deliverables**

v. *Monthly Progress Report and Invoice*

vi. *Meeting Minutes.*

**2.4 Additional As-Needed Services**

Subject to the City’s approval, any contract(s) awarded under this RFP may be amended in accordance with City requirements for additional as-needed assistance related to the services described in this RFP. Such services may include, but are not limited to, geotechnical borings, material testing and inspection, and underwater investigation services. If desired, the Port will negotiate the specific scope and cost of any additional as-needed services.

**2.5 Firm Fixed Price with a Per-Unit Cost Payment Structure**

The Port plans to negotiate a maximum fixed price based on Attachment V (Project Cost section).
3. Pre-Proposal Information

3.1 Pre-Proposal Conference Attendance. Attendance is recommended for firms interested in proposing as prime Proposers to this RFP. Prime Proposers who attend this conference will receive 15 points towards the minimum 80 points that must be achieved in order to be deemed responsive to the CCSF’s Contract Monitoring Division (“CMD”) Local Business Enterprise (“LBE”) Good Faith Outreach requirements. See "Form 2B-CMD Good Faith Outreach Requirements Form" referenced in RFP Attachment II.

3.2 Pre-Proposal Conference Objectives. At the Pre-Proposal Conference, the Port will provide an overview of submission requirements, collect and answer questions about the RFP, and provide a networking opportunity for Proposers interested in prime contractor and subcontractor partnerships.

3.3 Pre-Proposal Conference Location and Time.

1:30 pm (PT), Tuesday, August 19, 2014
Port of San Francisco
Pier 1, San Francisco, CA  94111

This location is accessible by BART (Embarcadero Station) and a number of MUNI routes.

3.4 RFP Questions Deadline.

Upon conclusion of the Pre-Proposal Conference, questions or requests for interpretation will only be accepted by e-mail to Esther.Reyes@sfport.com until the RFP Questions Deadline of 5 pm (PT) on Wednesday, August 20, 2014.

Proposer-specific questions about compliance with the City’s vendor and LBE subcontracting requirements may still be submitted to the contacts designated in this RFP and its Attachments.

3.5 RFP Answers and Clarifications.

4. Proposal Submission Requirements

4.1 Time and Place for Submission of Proposals

Parties and firms wishing to be considered for this contract opportunity must deliver Proposal packages no later than the Proposals Deadline, Friday, September 12, 2014, 3:00 p.m. Proposals must be delivered to Esther Reyes, c/o Port of San Francisco, Pier 1, San Francisco, CA 94111.

Postmarks will not be considered in judging the timeliness of submissions. Proposals submitted by e-mail or fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or delivery service failure. Note that Proposers hand-delivering Proposals to the Port may be required to open and make packages accessible for examination by security staff.

4.2 Proposal Package

Use Attachment V, Proposal Template for your Proposal. Proposals should provide a straightforward, concise description of the Proposer’s capabilities to satisfy the requirements of the RFP. Failure to abide by the requirements cited in the RFP may result in delays and subsequent disqualification for contract award.

The following items must be included in your Proposal Package, clearly marked RFP#PRT1415-01, Earthquake Vulnerability Study of the Northern Waterfront Seawall. All sections, pages, and other contents should be numbered and clearly labeled.

All documents must be submitted on recycled paper (30% or higher) and must be printed on double-sided pages (San Francisco Environment Code Sec. 506 (h)).

A. Original printed Proposal Package (with original signatures) labeled as “Original"

- Attachment I Acknowledgement of RFP Terms and Conditions
- Attachment II Contract Monitoring Division Local Business Enterprise Forms (in a separate, sealed envelope marked “CMD Forms”)
- Attachment III City’s Administrative Requirements
- Attachment IV City’s Agreement Terms and Conditions
- Attachment V Proposal Template

B. One (1) CD-ROM containing entire contents of Proposal Package, including all Attachments listed above. The CD-ROM and each of the 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 (editable).

C. Six (6) complete, printed copies of Attachment V, including any sample reports or other supplemental Proposal information. All copies must include page numbers. Proposers are advised to review Attachments I through IV before beginning work on the Proposal Template in Attachment V to ensure they can meet the City’s requirements.
5. Contractor Selection

The Port intends to evaluate the Proposals generally in accordance with the criteria set forth below. It is the Port’s intent to select for contract negotiations the highest-ranked Proposer who will provide the best overall service to the Port. Any Proposer selected for contract negotiations will not be guaranteed a contract. This RFP does not in any way limit the Port’s right to solicit contracts for similar or identical services if, in the Port’s sole and absolute discretion, it determines the Proposals are inadequate to satisfy its needs.

Proposals will be evaluated by a Selection Panel, who will review the Proposals and participate in the oral interviews to determine which Proposer will be selected. The selection process shall be as follows:

5.1 Written Proposal Evaluation

1. The Port will review all submittals for responsiveness to the RFP requirements, including minimum credentials and qualifications, checking for validity of information submitted, and general conformance with the submittal requirements. Proposers that do not meet the minimum requirements or materially misrepresent experience and qualifications will be deemed non-responsive and not considered for further evaluation and scoring.

2. The San Francisco Contract Monitoring Division (formerly a part of the Human Rights Commission) will review the Proposals for compliance with Chapter 14B of the City’s Administrative Code. No Proposer will be recommended for further consideration without CMD approval. Proposers that are deemed non-responsive by CMD will not be considered further for written evaluation and scoring of their written Proposals.

3. The responsive Proposals will be reviewed and scored by each member of the Selection Panel using the criteria listed in Section 5.3 below. Each Proposer’s Written Proposal Score will be the sum of the individual panelist scores as modified by the CMD rating bonus, if applicable. No interviews will be held during this phase.

4. No more than four (4) of the top top-ranked Proposers will be short-listed and invited for oral interviews. In its sole discretion, the Port reserves the right to change the number of Proposers to be short-listed depending on the number of Proposers and/or the results of the written Proposal scores.

5. Notification will be sent to the Proposers that are short-listed, indicating the time and place of the interviews, and requesting further information, if needed.

5.2 Interview Process

1. Each Proposer will be limited to an attendance of eight (8) individuals in the interview. The individuals should be key Proposer staff specifically assigned to the Project. No individual may participate in more than one (1) interview (it is recognized that some individuals may be key project staff on more than one Proposer’s team, however, no exceptions will be made to this restriction). Marketing, executive, or other personnel who will not make a significant contribution to the implementation of the services procured through this RFP will not be permitted to attend the interview.
2. The interview session will last for 45 minutes and be divided roughly into two components, a presentation by the Proposer lasting approximately 15 to 20 minutes, to be followed by standard interview questions from the panel lasting 15 to 25 minutes. Closing remarks or clarifying questions may be permitted if there is time. The Proposer is responsible for managing its time.

3. A laptop (Windows) with PowerPoint, projector, screen, and laser pointer will be setup in the interview room and available for use to all Proposers. Proposers are encouraged to bring a USB memory device preloaded with all required interview material to be transferred to the laptop during the setup period. The Port will delete any Proposer materials remaining on the laptop. Any other equipment or presentation material desired must be provided by Proposers including extension cords.

4. The content of the presentation should convey the professional background and qualifications of the personnel, demonstrate understanding of and approach to the Project, and highlight anything that separates the Proposer from the others. It should substantiate the Proposal information and may expand on the Proposal information if desired.

5. The interview questions will be the same set of questions for all Proposers. Each question will be assigned a maximum point value according to its importance. The questions and point value for each will be provided to each Proposer at the start of the Proposer’s interview (via a handout, to be collected at the end of the Proposer’s interview). After the presentation portion is over, the panelists will read each question aloud for response by the Proposer. Each Proposer is responsible for managing time, asking for the next question, or asking to return to a previous question.

6. The Selection Panel will evaluate each Proposer based the evaluation criteria listed in Section 5.3. The Proposer’s Interview Score will be the sum of the score from each panelist as modified by applicable CMD rating bonus.
5.3 Evaluation & Selection Criteria

Port and CMD staff will review each Proposal to confirm whether the Proposal satisfies the Minimum Requirements and is responsive to the RFP requirements. This review for compliance with Minimum Requirements and responsiveness will not involve numerical evaluation or scoring. Responsive Proposals will be forwarded to the Selection Panel for evaluation in accordance with the criteria below.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td><strong>Written Proposal Score</strong></td>
<td></td>
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<tr>
<td>Proposer Technical Qualifications &amp; Experience</td>
<td>40</td>
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<tr>
<td>Project Understanding and Approach</td>
<td>60</td>
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<tr>
<td><em>Total Possible Points (Pre-CMD Ratings Bonus)</em></td>
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<tr>
<td><strong>Oral Interview Score</strong></td>
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<td>Presentation</td>
<td>50</td>
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<td>Responses to Standard Questions</td>
<td>50</td>
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<tr>
<td><em>Total Possible Points (Pre-CMD Ratings Bonus)</em></td>
<td>100</td>
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<tr>
<td><strong>Final Ranking &amp; Selection</strong></td>
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<tr>
<td>The Written Proposal Score will determine ranking for interview shortlist selection.</td>
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<td>Final Ranking will be based on the Oral Interview Score only. In case of a tie, the Written Proposal Score will be used to determine rank among the tied Proposers.</td>
<td></td>
</tr>
</tbody>
</table>

5.4 Project Cost

Proposers shall submit a fee schedule, staff hourly rates, and other costs applicable for the duration and scope of the contract procured under this RFP. Refer to Attachment V, Section E (Project Cost).

5.5 Contract Negotiations and Award

The selection of any Proposer for contract negotiations shall not imply the Port’s acceptance of the terms of the Proposal, which may be subject to further negotiation and approvals. If a satisfactory contract cannot be negotiated in a reasonable time with the selected Proposer, then the Port, in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest scoring Proposer. The Port reserves the right at any time to approve, disapprove, or modify proposed staffing, plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFP.
1. The Port will negotiate an Agreement with the highest-ranking Proposer based on a Port-determined scope of work and a Calculation of Charges acceptable to the Port. A copy of the Port’s sample standard agreement is included in Attachment IV. If it is not possible to complete negotiations with the designated Proposer, or if within six weeks of the notice of final ranking, the designated Proposer does not fulfill all City requirements necessary to enter into a fully executed contract, the Port may elect to negotiate with the next highest ranked Proposer in descending order.

2. In order to proceed with contract award, the following items are required, as applicable:
   - Revised and negotiated Calculation of Charges on Consultant Company Letterhead signed by the Principal.
   - Completion of all applicable City administrative requirements, including insurance requirements, referenced in Attachment III.

3. If the selected Proposer fails to deliver the goods, services, or specified deliverables within the negotiated contract budget in the contract timeline, or fails to meet the Port’s acceptance criteria stated in the negotiated 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.
6. Protest Procedures

The Port reserves the right to proceed with its Contractor selection and/or negotiations process during any protest period. In the event of any protest to the Port’s selection of a Proposer for contract award, the Port will cease its Contractor selection process only if and when it receives a notification of decision that is in favor of the protestor.

6.1 Protest of Non-Responsiveness Determination

Within five (5) working days of the Port’s issuance of a notice of non-responsiveness, any Proposer that has submitted a Proposal and believes that the Port has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest by mail or e-mail (fax is not acceptable). Such notice of protest must be received by the Port on or before the fifth (5th) working day following the Port's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the Port to determine the validity of the protest.

6.2 Protest of Contract Award

Within five (5) working days of the Port's issuance of a notice of intent to award a contract under this RFP, any Proposer that has submitted a responsive Proposal and believes that the Port has incorrectly selected another Proposer for award may submit a written notice of protest by mail or e-mail (fax is not acceptable). Such notice of protest must be received by the Port on or before the fifth (5th) working day after the Port’s issuance of the notice of intent to award a contract.

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

6.3 Delivery of Protests

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

Elaine Forbes  
Port of San Francisco  
Pier 1  
San Francisco, CA 94111  
Elaine.Forbes@sfport.com

Elaine Forbes  
Port of San Francisco  
Pier 1  
San Francisco, CA 94111  
Elaine.Forbes@sfport.com
ATTACHMENT I: ACKNOWLEDGEMENT OF RFP TERMS AND CONDITIONS

HOW TO RESPOND TO THIS ATTACHMENT

Each Proposer, as part of its Proposal, must submit this document signed by a representative(s) authorized by the Proposer to make representations for the Proposer and to obligate the Proposer to perform the commitments contained in its Proposal.

By submitting a Proposal, the Proposer, on behalf of itself and its Partners/Subcontractors acknowledges and agrees that:

1. **PROPOSER AUTHORIZATION**: The signatories are authorized by the Proposer to make representations for the Proposer and to obligate the Proposer to perform the commitments contained in its Proposal.

2. **PROPOSER SELECTION**: Based on Proposals received to this Request for Proposals (RFP), it is the intent of the Port to select the highest-scoring responsive Proposer for contract negotiations. This RFP does not in any way limit the City’s right to solicit contracts for similar or identical services if, in the City’s sole and absolute discretion, it determines Proposals received are inadequate to satisfy its needs.

3. **CONTRACT NEGOTIATIONS**: The City will select the highest scoring Proposer with whom the Port staff will commence contract negotiations. If a satisfactory contract cannot be negotiated in a reasonable time with the selected Proposers, then the Port, in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest-scoring Proposer. The selection of any Proposer for contract negotiations shall not imply acceptance by the City of any or all terms of the Proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

4. **NO GUARANTEE OF WORK OR COMPENSATION**: There is no guarantee of a minimal amount of work or compensation for any of the Proposers selected for contract negotiations.

5. **COMPLIANCE WITH LAWS AND REGULATIONS**: It must comply with all applicable State, Federal, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify the City at once, indicating in their letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

6. **STAFFING**: The key individuals listed and identified in the Proposal will be performing the work and will not be substituted with other personnel or reassigned to another project by the Proposer/Contractor without the City’s prior approval or request. The City, in its sole discretion, shall have the right to review and approve all staff assigned to provide services throughout the duration of the contracts negotiated under this RFP. Such approval by the City will not be unreasonably withheld. If selected for interviews, the Proposer’s key individuals, including partner/subcontractor representatives, will be required to meet with the City prior to selection for contract negotiations.

7. **LEAD ROLE**: The selected Proposer(s) will be expected to take the lead role in project management and staff coordination. Proposals should factor this assumption into pricing.
8. **LBE SUBCONTRACTING GOAL:** The Local Business Enterprise (LBE) Subcontracting goal is twenty-five percent (25%) for this RFP.

9. **CITY’S APPROVAL RIGHTS OVER SUBCONTRACTORS AND SUBCONTRACTOR PAYMENTS:** The City has approval rights over the use of all subcontractors. Proposers must identify all subcontractors in their Proposal and these subcontractors must conform to all City policies regarding subcontractors. Furthermore, each Proposer understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Proposer accepts responsibility for full and prompt payment to the third party. Any dispute between the Proposer and the third party, including any payment dispute, will be promptly remedied by the Proposer. Failure to promptly remedy or to make prompt payment to a third party (subcontractor) may result in the withholding of funds from the Proposer by the City.

10. **CITY RESOURCES:** The City will arrange for Contractor’s access to equipment and data as deemed appropriate by the City.

11. **ADMINISTRATIVE REQUIREMENTS:** see Attachment III. Proposer must fulfill the City’s administrative requirements for doing business with the City prior to contract award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements referenced in Attachment III.

12. **THE CITY’S TERMS AND CONDITIONS:** see Attachment IV. Proposer is willing and able to meet all of the City’s terms and conditions as stated in the City’s standard professional services agreement (“Agreement”) template (see Attachment IV). Proposers wishing to negotiate modification of the terms and conditions must attach a copy of the City’s Agreement referring to the specific portion of the Agreement to be changed, and show proposed changes (deleted sections with a strikeover and added sections in boldface type). The City’s selection of any Proposer who proposes changes to the City’s Agreement terms shall not be deemed as acceptance of the Proposer’s proposed changes. The form of the Agreement template is subject to revision by the City prior to the award of any contract.

13. **TERM OF WORK EFFORT ESTIMATE:** Submission of a Proposal signifies that the proposed services are valid for two years from the City’s notice of intent to award a contract from this RFP and that the quoted prices in Attachment V are genuine and not the result of collusion or any other anti-competitive activity.

14. **RELEASE OF LIABILITY:** The Proposer hereby fully and forever releases, discharges, and covenants not to sue, the City and the Port of San Francisco, their Commissions, Boards, officers and employees, and any third parties who furnish information concerning Proposer’s performance on prior projects, of and for any and all claims, causes of action, damage, and any other liabilities of any kind or description, in law or equity, or otherwise, related to information or comments furnished to the City or Port about Proposer’s performance on any other project or contract which Proposer relies upon as experience to qualify or compete for this RFP.

Furthermore, with respect to the forgoing release, the Proposer agrees to hereby waive all rights and benefits which it now has or in the future may have under California Civil Code Section 1542, which provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.
15. **FINANCIAL RESPONSIBILITY FOR PROPOSAL COSTS:** The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate.

16. **PROJECT TIMELINE:** Actual contract periods may vary, depending upon service and project needs. Any Proposer selected for a contract must be available to commence work no later than November 15, 2014. It will be the responsibility of any Proposer selected for contract negotiations to disclose, before negotiations commence, any limitations that may impact its ability to complete work in accordance with anticipated deliverables and timelines.

17. **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 (10) 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.

18. **EXCEPTIONS TO THIS RFP:** All information requested in this RFP must be supplied. Proposers may clearly identify any exceptions to the RFP in this section and must provide a written explanation to include the scope of the exceptions, the ramifications of the exceptions for the City, and the description of the advantages or disadvantages to the City as a result of exceptions. The City, in its sole discretion, may reject any exceptions or specifications within the Proposal. Proposers may also provide supplemental information, if necessary, to assist the City in analyzing Proposals.

19. **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 (5) working days prior to the date for receipt of Proposals. Modifications and clarifications will be made by addenda as provided below.

20. **INQUIRIES AND COMMUNICATIONS REGARDING RFP:** Inquiries regarding the RFP and all communications including notifications related to, exceptions or objections to, or of an intent to request written modification or clarification of, the RFP must be directed by e-mail to: Esther.Reyes@sfport.com.

21. **CHANGE NOTICES:** The Port may modify the RFP, prior to the Proposal due date, by issuing written addenda. Addenda will be posted on the Office of Contract Administration Bids and Contracts Database website at: http://mission.sfgov.org/OCABidPublication/. The Port will make reasonable efforts to post notification of modifications in a timely manner. 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 check the Office of Contract Administration Bids and Contracts Database website before submitting its Proposal to determine if the Proposer is aware of all addenda.

22. **REVISION OF PROPOSAL:** Proposer may revise a Proposal on the Proposer’s own initiative at any time before the deadline for 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.
ATTACHMENT I: ACKNOWLEDGEMENT OF RFP TERMS AND CONDITIONS

23. 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, if any, resulting from this RFP.

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 may 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.

PROPOSERS ARE STRONGLY ADVISED TO CONSULT WITH THEIR LEGAL COUNSEL REGARDING THEIR ELIGIBILITY TO SUBMIT A PROPOSAL FOR THIS RFP OR SUBSEQUENT RFPS/RFQS.

24. 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 Qualifications or Proposals, and requests to be placed on a mailing list do not constitute negotiations.
ATTACHMENT I: ACKNOWLEDGEMENT OF RFP TERMS AND CONDITIONS

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.

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

26. SUNSHINE ORDINANCE: In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors’ bids, responses to solicitations and all other records of communications between 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 or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit 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. Proposer understands that any writing presented under this RFP may be subject to public disclosure.

27. 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 Proposers 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 submission shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

28. 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:

A. Waive or correct any defect or informality in any proposal, response, or response procedure;

August 2014

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ATTACHMENT I: ACKNOWLEDGEMENT OF RFP TERMS AND CONDITIONS

B. Reject any or all Proposals;
C. Reissue a Request for Proposals;
D. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting Proposals, 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;
E. Procure any materials, equipment or services specified in this RFP by any other means; or
F. Determine that no project will be pursued.

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

30. CONTRACT NEGOTIATIONS: The City will select the most qualified and responsive Proposer with whom the Port staff will commence contract negotiations. If a satisfactory contract cannot be negotiated in a reasonable time with any selected Proposer, then the Port in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest scoring Proposer it deems qualified. The selection of any Proposer for contract negotiations shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

31. CERTIFICATION: Each Proposer hereby certifies that it has carefully examined this RFP and documents attached hereto for terms, conditions, specifications, covenants, requirements, services, etc. and the Proposer certifies that it understands the services requested, that the Proposer has knowledge and expertise to provide the services submitted for consideration, and that its Proposal is based upon the terms, conditions, specifications, services, and requirements of this RFP and attachments. By its signature on the Proposal to the RFP, the Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same services, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all Proposals for the services will result from free, open and competitive proposing among all vendors, in compliance with the City’s laws.

32. ACCEPTANCE: Submission of any Proposal indicates a Proposer’s acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the Proposal. The City may discontinue its selection, contract negotiations, or contract award processes with any Proposer if it is determined that the Proposer has not accepted the RFP terms and conditions contained herein.
Each Proposer, as part of its Proposal, must submit this document signed by a representative(s) authorized by the Proposer to make representations for the Proposer and to obligate the Proposer to perform the commitments contained in its Proposal.

Acknowledged and Agreed:

Signature

Printed Name

Title

Firm Name

City, State

Phone Number

Date

Signature

Printed Name

Title

Firm Name

City, State

Phone Number

Date
ATTACHMENT II: Local Business Enterprise (LBE) Forms

Contract Monitoring Division ("CMD") Contact

If you have any questions concerning the CMD Forms and to ensure that your Proposal is not rejected for failing to comply with these requirements, please contact Boris Delepine, the Port's Contract Compliance Officer at (415) 274-0511 or by e-mail at Boris.Delepine@sfgov.org.

HOW TO RESPOND TO THIS ATTACHMENT

Each solicitation process requires a new submittal of CMD Attachment 2 forms at the following link:


There is a twenty-five percent (25%) Local Business Enterprise subcontracting goal for this RFP or resulting contract(s).

Please submit Forms 2A, 3 and 5 (and Form 4 if Joint Venture proposal) in a sealed envelope marked “CMD Forms” with your Proposal Package. The forms should be part of the “Original” of your Proposal (your Proposal copies do not need to include these forms). The forms should have original signatures.

(2A) Form 2A-CMD Contract Participation Form
(3) Form 3-CMD Non-Discrimination Affidavit
(4) Form 4-CMD Joint Venture Form (if applicable)
(5) Form 5-CMD Employment Form

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

LBE Participation and Rating Bonuses

The City strongly encourages Proposals from qualified LBEs. Pursuant to the LBE Ordinance (Chapter 14B of the City Administrative Code), the following rating bonus will be in effect for the award of this project for any Proposers who are certified by CMD as an LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling CMD at (415) 581-2310 or online at www.sfgov.org/lbecert. The rating bonus applies at each phase (written proposal evaluation and interview stage) of the selection process. The application of the rating bonus is as follows:

(1) A 10% bonus to an LBE; or a joint venture between or among LBEs; or
(2) A 5% bonus to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%;
(3) A 7.5% bonus to a joint venture with LBE participation that equals or exceeds 40%;
(4) A 10% bonus to a certified non-profit entity; or
(5) A 2.0% rating bonus will be applied to any proposal from an SBA-LBE, except that the 2.0% rating bonus shall not be applied at any state if it would adversely affect a Small or Micro-LBE Proposer or a joint venture with LBE participation.

**Joint Venture Rating Bonuses** - If applying for a LBE rating bonus as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture’s work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture’s portion of the contract must be assigned a commercially useful function. The joint venture partners must be of the same or similar discipline in order to be eligible for a rating bonus. The joint venture partners will be jointly responsible for the overall project management, control and compliance with Chapter 14B requirements.

**Local Business Enterprise Utilization Tracking System** - Prime contractors and all subcontractors who are awarded contracts as a result of the RFP process are required to use the Elation secure web-based Local Business Enterprise Utilization Tracking System (LBEUTS) to submit payment information including invoices and other related information. The Contract Monitoring Division (CMD) will use this information to monitor compliance with the 14B LBE Ordinance. Information about the system including instruction manuals and upcoming training workshops are available on the CMD website at [www.sfgov.org/lbeuts](http://www.sfgov.org/lbeuts).
ATTACHMENT III: CITY’S ADMINISTRATIVE REQUIREMENTS
(LINKS TO FORMS)

• The City can only do business with Contractors that have fulfilled the City’s requirements.
• The City highly recommends that Proposers at the time of Proposal submission fulfill the administrative requirements for doing business with the City.
• Fulfillment of the City's administrative requirements is defined as completion, submission to the Controller’s Office and approval by applicable City agencies (Contract Monitoring Division, Treasurer/Tax Collector, Office of Contract Administration, Risk Management, etc.) of these forms.
• If you wish to complete and submit the vendor requirements outlined in Attachment III in advance of your Proposal, please send all of these forms directly to the Contact below. The Contact will inform your firm if it needs to complete documentation requirements directly with an agency.

HOW TO RESPOND TO THIS ATTACHMENT

NEW TO CITY BUSINESS?
If your firm has never done business with the City before, please review and complete the forms referenced and linked in this Attachment, and submit them with your Proposal.

Completion and submission of the vendor requirements outlined in Attachment III as soon as possible and in advance of your Proposal to the Contact listed below is recommended but not required to prevent delays to the overall project timeline. The City cannot do business with any vendor that by contract award, fails to meet all requirements. Even if your firm is selected for contract negotiations and completes the scope of work portion of negotiations, the City cannot execute a contract and begin work if there are outstanding compliance requirements such as the City's Equal Benefits ordinance, the City's business tax requirements or the City’s insurance requirements. We attempt to prevent those types of delays by providing as much advance notice of vendor requirements as possible.

NOT YOUR FIRST TIME DOING BUSINESS WITH THE CITY?
Even if your firm has done business with the City before, it is best to check on the status of your completion of the City’s requirements with the Contact listed below to ensure your firm is not precluded from contract award based on outstanding administrative requirement issues. The City vendor number you list in the RFP Attachment V Executive Summary section serves as partial verification that the Proposer has completed the City’s administrative requirements. Please be sure that your firm has fulfilled all City requirements as defined in the third bullet point above.

CONTACT

Contact Esther.Reyes@sfport.com for information and assistance on meeting these requirements.
ATTACHMENT III: CITY’S ADMINISTRATIVE REQUIREMENTS  
(LINKS TO FORMS)

FORMS AND REQUIREMENTS

Vendor Profile Package Website:  

A. Vendor Profile Application – establishes basic vendor information  

Vendor Profile Application Instructions and Commodity Codes for reference in filling out Application are available on Vendor Profile Package Website  

B. IRS Form W-9 – Establishes federal and state tax status  
Link is available on Vendor Profile Package Website.  

C. Business Tax Declaration – Establishes San Francisco business tax status  

Note that based on how this declaration is filled out, firm may be required to additionally register for a business tax certificate and pay business taxes. See instructions on the Declaration form. If your company must register, download and complete a business registration form available at this website to obtain a Business Registration Certificate  

D. CMD Form 12B-101 (Declaration: Nondiscrimination in Contracts and Benefits) –  
Establishes determination of how firm provides benefits to employees with spouses and to employees with domestic partners.

See http://www.sf-hrc.org/ftp/uploadedfiles/sfhumanrights/Transgender_HIV_Division/12B%20101.pdf

Note that this form and documentation of benefits should be discussed directly with the Contract Monitoring Division, as the determining authority. Please contact the Contract Monitoring Division at 415-581-2310 for assistance.

E. Minimum Compensation Ordinance Declaration – Established Minimum Compensation Ordinance requirements. 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. See http://sfgsa.org/modules/showdocument.aspx?documentid=7581

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.
ATTACHMENT III: CITY’S ADMINISTRATIVE REQUIREMENTS
(LINKS TO FORMS)


G. First Source Hiring Program (FSHP)
If the contract is for more than $50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://www.workforcedevelopmentsf.org/ and from the First Source Hiring Administrator, (415) 401-4960.

H. Insurance
Fulfillment of the City’s insurance requirements is **not required as part of your Proposal.** However, fulfillment prior to contract award is required.

The City must be added to a contractor’s General Liability and Auto Liability policies as an additional insured. The City needs a formal endorsement showing that the primary insured’s policies have been amended to specifically add “the City and County of San Francisco, its officers, agents and employees” as an additional insured. The General and Auto Liability policy number(s) should appear on the endorsement. Professional Liability insurance may also be required.

Please see Section 15, Insurance of Attachment IV and consult with your broker on your ability to meet the requirements specified therein.

If the Proposer is a joint venture, please be advised that each entity in the joint venture must have the specified insurance coverage. The additional insured endorsement must name each JV partner and the joint venture as additional insured, as well as the City and the Port of San Francisco.