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# Request for Proposals:

**New CDD Campus at 2000 Marin Design  
Services (Rebid of PUC.PRO.0198)**

**Agreement No. PUC.PRO.0232**

**9/17/2021**



**San Francisco**  
**Water Power Sewer**  
Services of the San Francisco Public Utilities Commission

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# 1 RFP Summary

## 1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC, or “Department”), a department of the City and County of San Francisco (“City”), seeks to retain the services of a qualified Proposer<sup>1</sup> to provide architectural, engineering, and consulting services to design new facilities for the Water Enterprise's City Distribution Division (“CDD”) at 2000 Marin Street, San Francisco,. A Proposer upon entering into an agreement to perform the services described herein is referred to herein as a Consultant. The Consultant(s) may also be called upon to provide other related services during the term of the Professional Services Agreement (“Agreement”).

The Consultant will be responsible for the design of all buildings and site improvements, except landscaping. In preparation of the final design and documentation, the Consultant will collaborate with and make recommendations to the City's Project Manager as to the design direction that best satisfies the programmatic needs (scope), schedule and quality parameters of the City. The Consultant will progress their team’s efforts towards the accepted design direction satisfactory to the City, assist with facilitating the public approval process through Civic Design Review, achieve coordination among disciplines, meet schedules and budget targets, and serve as the responsible Architect of Record for all pertinent permit issuing agencies.

The Consultant shall manage all engineering and specialty subconsultants, will be required to review and coordinate all design efforts toward a complete, efficient, functional, and operational facility appropriate to the purpose and needs of the City services that will reside in the facility.

The City intends to hire a Construction Manager/General Contractor (CM/GC) to advise and assist the project team in the definition of the project, as well as to manage construction of the project. At a minimum, this will include Consultant receiving design input from the CM/GC relative to the current construction costs, constructability, value engineering, and schedule considerations. The City also intends for the CM/GC to hire design-build trade subcontractors to potentially design some of the building systems.

The SFPUC is committed to exemplary and highly functional civic buildings, and seeks responses from firms with proven track record of successful performance in the following areas: Architecture, Civil Engineering, Industrial Engineering, Mechanical and Plumbing Engineering,

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<sup>1</sup> “Proposer” refers to any entity responding to this Request for Proposals (RFP).

Electrical Engineering, Fire Sprinkler Systems, Structural Engineering, Acoustical Engineering, Parking, Elevator Systems, Waterproofing Systems, Communications Systems (Low Voltage, Security, Audiovisual), Lighting Design, Furniture, Fixtures & Equipment (FF&E), Signage Design, Leadership in Energy and Environmental Design (LEED) and Commissioning.

The anticipated total not-to-exceed amount and duration of the Professional Services Agreement (“Agreement”) are as follows:

**Agreement Amount:** \$27,800,000.00

**Agreement Duration:** 5 Years

Estimate of Work by Task and by Discipline

The following is an estimate by task of work expected in this project:

Schematic	10% (provided by the City)
Design Development	25%
Construction Documents, Permitting, Bid & Award	35%
Construction Administration	30%

The following is an estimate by work of discipline expected in this project for the Consultant and its subconsultants

<i>Architectural</i>	42%
<i>Civil Engineering</i>	5.5%
<i>Electrical Engineering</i>	2.6%
<i>Fire Engineering</i>	3.6%
<i>Industrial Engineering</i>	10%
<i>Mechanical/Plumbing Engineering</i>	5.5%
<i>Structural Engineering</i>	11%
<i>Acoustical Engineering</i>	1%
<i>Communications Consultant</i>	3%
<i>Elevator Consultant</i>	0.3%
<i>FF&amp;E / Interior Design Consultant</i>	2.5%
<i>LEED &amp; Commissioning Consultant</i>	3%
<i>Lighting Design Consultant</i>	2%
<i>Parking Consultant</i>	5%
<i>Signage Consultant</i>	2%
<i>Waterproofing Consultant</i>	1%

The Agreement amount is inclusive of all reimbursable costs. The SFPUC reserves the right to commence, close, reduce, or extend Consultant services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to a total

of nine (9) years (or 108 months) and may increase the contract amount consistent with City requirements.

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the Overhead and Profit Schedule's (OPS) billing rates provided by the Consultant as part of its proposal into the Agreement. The terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS, will be non-negotiable.

The SFPUC may post additional information relating to the RFP on the SFBid website after issuance of the RFP. Proposers are responsible for consulting the [SFBid website](#) regularly for these updates.

## 1.2 Tentative RFP Schedule

The following dates for issuance of the RFP, receipt and evaluation of proposals, as well as award of an Agreement, are tentative, non-binding, and subject to change without prior notice:

Advertisement of RFP .....	9/17/2021
Pre-Submittal Conference.....	9/22/2021
Deadline for Proposers to Submit Questions .....	9/24/2021
Deadline for Proposers to Submit Proposals.....	10/7/2021
Short-Listing and Notification for Oral Interviews.....	11/5/2021
Oral Interviews.....	11/30/2021
Posting of Highest-Ranked Proposer .....	12/6/2021
Public Utilities Commission Authorization to Execute Agreement .....	1/11/2022
Board of Supervisor's Approval .....	2/8/2022
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement .....	2/9/2022
Notice of Award of Agreement.....	2/14/2022

## 1.3 Pre-Submittal Conference and Site Visit

### Pre-submittal conference information:

**Time:** 2:30 PM

**Date:** 9/22/2021

**Location:** BlueJeans (see SFBid for details), CA

The SFPUC encourages attendance at the pre-submittal conference. The SFPUC will address questions regarding the RFP at this conference and provide any new information at that time. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City will not be bound by any oral representation. If the City provides any new and/or

substantive information in response to questions raised at the pre-submittal conference, the SFPUC will be memorialize the information in a written addendum to this RFP.

**The SFPUC highly recommends Prime Proposer’s attendance at the pre- submittal conference as one of the good faith steps under the City’s Administrative Code Chapter 14B “Good Faith Outreach” requirements.**

## **1.4 Requests for Information and Addenda/Change Notices**

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the [SFBid website](#).

The SFPUC will provide any interpretation of, or make any change in, the RFP by addendum, which will become a part of the RFP and of any Agreement that the SFPUC awards. The SFPUC will make reasonable efforts to post any modifications to the RFP in a timely manner on the [SFBid website](#).

Please refer to Sections 8.2 and 8.3 for more information regarding RFP inquiries and addenda/change notices.

## **1.5 Diversity in Contracting**

This contracting opportunity is subject to compliance with the City’s Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirements. In addition, the SFPUC seeks to promote diversity within its contracting opportunities. Thus, the agency strongly encourages proposals from Proposers that optimize the use of LBE, Small-LBE, Micro-LBE, and SF Small Business Administration (SBA)-certified firms. The SFPUC also seeks to further optimize the use of consultant teams that reflect the diversity of the City and County of San Francisco. As such, the SFPUC recommends that Proposers consider the composition of their teams in terms of gender, age, ethnicity, and race, and utilize teams that include a diverse mix of staff at all organizational levels.

Note that the SFPUC’s encouragement of diversity will not affect the evaluation of proposals for this RFP. Criteria for evaluation is limited to the factors described in the Evaluation and Selection Criteria section of this RFP (Section 6).

## **1.6 Limitations on Communications**

From the earlier of either 1) the publication of this RFP on the SFPUC’s Contract Advertisement Report, or 2) the date this RFP is issued until completion of the competitive process of this RFP, either by cancelation or by final action of the San Francisco Public Utilities Commission, Proposers, subconsultants, vendors and/or their representatives or other interested parties, may communicate with the SFPUC only as instructed in this RFP.

The SFPUC strictly prohibits any attempt to communicate with or solicit any City official, representative or employee, except as instructed in this RFP. Failure to comply with this communications protocol may, at the sole discretion of the SFPUC, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFP.

## **1.7 Conflicts of Interest**

The City will require the Consultant to agree to comply fully with and be bound by all applicable provisions of state and local law related to conflicts of interest. The SFPUC advises Proposers to review [Section 12](#) of this RFP carefully before submitting a proposal.

# 2 Background

## 2.1 San Francisco Public Utilities Commission

The SFPUC is the City department that provides retail drinking water and wastewater services to San Francisco, wholesale water to three (3) Bay Area counties, and green hydroelectric and solar power to San Francisco's municipal operations.

The mission of the SFPUC is to:

- Serve San Francisco and its Bay Area customers with reliable, high quality, and affordable water, while maximizing benefits from power operations and responsibly managing the resources entrusted to its care;
- Protect public health, public safety, and the environment by providing reliable and efficient collection, treatment, and disposal of San Francisco's wastewater;
- Conduct its business affairs in a manner that promotes efficiency, minimizes waste, and ensures rate payer confidence; and
- Promote diversity and the health, safety, and professional development of its employees.

The SFPUC is comprised of three (3) separate enterprises and several divisions. The Water Enterprise is responsible for managing the transmission, treatment, storage, and distribution of potable water to San Francisco's wholesale and retail customers. The Wastewater Enterprise is responsible for managing the collection, treatment, and disposal of San Francisco's wastewater. The Power Enterprise is responsible for managing retail power sales, transmission and power scheduling, energy efficiency programs, street lighting services, utilities planning for redevelopment projects, energy resource planning efforts, and various other energy services.

With regard to the SFPUC Divisions, External Affairs provides Communications and Outreach services, Business Services oversees all financial and accounting matters for the entire SFPUC, and Infrastructure delivers capital improvement programs.

## 2.2 SFPUC Policies

The SFPUC has adopted several policies that reflect the agency's commitment to sustainability and environmental stewardship, environmental justice, community benefits, and innovative technologies. Proposers must demonstrate an ability to comply with and advance the following policies:

## **A. Environmental Justice Policy**

On October 13, 2009, the SFPUC adopted a comprehensive set of environmental justice guidelines for use in connection with its operations and projects within the City, as required by Charter Section 8B, by Resolution 09-0170.

<https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1064753&data=409929905>

## **B. Community Benefits Policy**

On January 11, 2011, the SFPUC adopted a Community Benefits Policy, by Resolution No. 11-0008, that seeks to achieve positive community outcomes including: workforce and economic development (such as contracting with local companies and hiring local workers); innovative environmental programs (i.e., those that minimize adverse impacts); stakeholder and community involvement; arts and cultural programming; educational programs; responsible land use; sustainability; improvements in community health; diversity; and inclusionary initiatives that reflect the SFPUC's values, volunteerism, and monetary or in-kind contributions to the community.

<https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1064755&data=409930675>

## **2.3 SFPUC Infrastructure Division, Project Management Bureau**

The Project will be implemented by the SFPUC Infrastructure Division, Project Management Bureau. The SFPUC Project Manager, under Project Management Bureau, has overall project responsibility and is accountable for project execution, including the project work scope, schedule, and budget. The PM is the SFPUC's representative and spokesperson for the project and is also responsible for overall project communication and coordination.

## **2.4 Water Enterprise, City Distribution Division (CDD)**

The SFPUC Water Enterprise's **City Distribution Division (CDD)** oversees the retail water distribution system within the City and County of San Francisco. CDD is responsible for the physical infrastructure of San Francisco's potable, auxiliary water supply system, and groundwater systems. CDD's responsibilities include 24/7 emergency response to water main breaks and two-alarm or larger fires in addition to day-to-day operations and maintenance of over 1,250 miles of water main (ranging in size from 2-inch to 60-inch diameter pipes), twelve (12) reservoirs, nine (9) pump stations, seven (7) hydro-pneumatic stations, six(6) tanks, the water meter program serving over 176,000 customers, and maintaining CDD's physical plant, equipment and vehicles and over 1,100 acres of grounds throughout the city.

## **2.5 City Distribution Division Campus at 2000 Marin**

The new CDD Campus at 2000 Marin Project will replace CDD's existing headquarters currently located at 1990 Newcomb Avenue. 2000 Marin, an approximately 8-acre property located off Evans Avenue with frontages on Marin Street and Cesar Chavez Street, provides an opportunity to build new facilities that will meet the needs of CDD for the next 50 years. The building program (detailed in Appendix L Background Documents) includes Administrative Offices, Warehouse, Industrial Shops, Parking Garage, Fueling Station, and Site Improvements.

### **PROJECT BACKGROUND**

The current CDD headquarters, located at 1990 Newcomb Avenue, has served as the division's main facility within San Francisco for almost six (6) decades. Due to continuous growth of the City's population, new service demands, and aging infrastructure, there is an acute need for the development of a new headquarters to alleviate overcrowding, address code and safety issues, eliminate inefficiencies and accommodate the CDD's current and future operational needs.

The SFPUC's Vision for the new CDD Campus at 2000 Marin, includes the following goals:

1. Provide an increase in space required to meet current and future operating needs.
2. Provide code-compliant, safe, state-of-the art shops and warehouse facilities.
3. Ensure a secure campus with clear and safe vehicular and pedestrian circulation.
4. Promote a campus-wide sense of community with shared amenities and collaborative gathering space.
5. Provide a more efficient approach to indoor and outdoor storage and management of materials and equipment inventory.
6. Achieve parking density and efficiency required to accommodate current and future fleet and equipment inventories.
7. Achieve LEED sustainability building performance requirements, including but not limited to facilities that maximize energy efficiency.
8. Recognize need for good urban design and inclusion of public art.

The Programming and Conceptual Design phases were completed by City Design Staff to establish scope, budget definition, and secure environmental clearance. Their work product depicts a campus consisting of 400,000 gross square feet (GSF) to support 490 employees, parking structures with up to 600 parking spaces, a warehouse and industrial shop space for auto/paint, machine, fabrication, meter, landscaping, electrical and carpentry shops.

The SFPUC received approval of Conceptual Design from the Civic Design Review Commission (CDR Informal Review) in January 2021. City Design Staff is proceeding with work on Schematic Design and is expected to complete this phase in October and intend to seek Civic Design Review Phase 1 approval in November 2021.

The SFPUC intends to use the Construction Management/General Contractor (CM/GC) method of alternative project delivery, with design-build mechanical and plumbing, electrical, fire, and curtain wall systems core trades, for this project to integrate professional contractor counsel at the earliest opportunity to improve reliability of design, quality of documentation and accuracy of cost opinions, as well as to plan and organize the sequence of construction. The SFPUC expects the Consultant (including any and all subconsultants) to collaborate with the CM/GC Team for the CM/GC issuance of multiple trade bid packages for this project.

# 3 Scope of Services

## 3.1 Description of Services

The SFPUC is issuing this RFP for the purpose of selecting and entering into an agreement with a professional services Consultant to provide architectural, engineering and specialty consultant design services for the design documentation and construction contract support for the new CDD campus facilities. The Consultant and its subconsultants will be required to rely upon the bridging documents prepared by City Staff for essential programmatic and schematic design. It is the City's interest to see firms who have a track record of successful performance in civic projects that strive to balance critical architecture with function and the evolving expectations for more sustainable and leading health and safety approaches to design.

The primary role of the Consultant will be to perform the following tasks, including but not limited to:

1. Design Development
2. Construction Documents
3. Construction Administration: Design support during construction for Request for Information (RFI), review of Submittals and Closeout.

The Consultant will be responsible for the quality of all design efforts. In preparation of the final design, the Consultant will work with, and advise, and make timely and researched recommendations to the City's Project Manager as to the design options that best satisfy the needs and scope, schedule and quality parameters of the City. The Consultant will implement the Design Criteria satisfactorily to the City; facilitate the public approval process through the Civic Design review; achieve coordination between disciplines, meet scheduled and budget performance, and serve as the responsible Architect of Record for all pertinent plan check review requirements.

The Consultant will hire all the following specialty subconsultants for the project and will be required to review and coordinate all design efforts toward a complete, efficient, functional, and operational facility within the targeted quality, cost model, and schedule goals of the Project.

For the entire project: Architecture, Structural, Civil Engineering, Industrial Engineering, Acoustical Engineering, and specialty subconsultants for Parking, Elevator Systems, Fire Sprinkler Systems, Waterproofing Systems, Communications Systems (Low Voltage, Security, Audiovisual), Lighting Design, Signage Design, LEED and Commissioning. **Landscape Architecture is excluded. It will be performed by the City.**

For all buildings, Electrical, Mechanical and Plumbing Engineering will be design build. Consultant will be responsible for completing bridging documents from schematic design.

The City intends to hire a Construction Manager/General Contractor (CM/GC) to advise and assist the project team in the definition of the project. At a minimum, this will include receiving design input from the CM/GC relative to the current construction costs, constructability, value engineering, and schedule considerations. The City also intends for the CM/GC to hire design-build trade subcontractors to potentially design some of the building systems.

## **3.2 Contract Term and Schedule**

The Agreement will have a duration of 5 Years.

The SFPUC reserves the right to commence, close, reduce or extend Consultant's services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term for up to an additional four (4) years, for a total of nine (9) years (or 108 months).

## **3.3 Detailed Description of Tasks**

### **3.3.1 Tasks**

The following is a detailed description of the tasks required to complete the assignment.

#### **TASK 1 DESIGN DEVELOPMENT**

- A. The Consultant shall provide, without limitation, the following tasks during Design Development, to refine and advance the approved Schematic Design for the Project, fully integrating all required design elements and systems to provide sufficient information to develop the Construction Documents for the Trade Bid Packages.
  1. Review and analysis of Schematic Design.
  2. Architectural site and floor plans, reflected ceiling plans, exterior and interior elevations, and other drawings to describe the Design Development including the column grids, pedestrian and vehicle access/egress, and vertical passenger conveyance systems.
  3. Interior design plans and other supporting documents to illustrate the graphic design layouts.
  4. 3D modeling of drawings and preparation of renderings.
  5. Building systems, materials, products, and graphic design elements.

6. BIM Model for detailed Structural, Electrical, Mechanical and Plumbing, Special Systems, and other systems floor plans, diagrams, and text to describe these systems.
7. Plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the projects compliance for LEED Gold certification requirements.
8. Draft project specifications sufficient to describe the selected systems, materials and products.
9. Design Development phase report to document and summarize the Design Development phase decisions and outcomes.
10. Room Data Sheets to document alignment of design development with programmatic and functional requirements.

**B. Manuals for Special Systems**

1. Working collaboratively with the Project Team, Consultant shall develop a Communication Systems Manual (CSM). The CSM should include detailed narrative of design for Low Voltage, Security and Audiovisual systems. The CSM needs to address the following criteria:
  - a. Refer to the Programming and Design Criteria documents (Appendix L Background Documents) for Security requirements.
  - b. In developing the CSM, Consultant shall obtain all departmental standards documents from the SFPUC.
2. Consultant shall be responsible for providing building system controls that can be monitored by, and, receive commands and set points from the CDD planned Energy Management Control System (EMCS). All selected software vendors must be able to meet the SFPUC's terms and conditions for software procurement.
3. Monitoring of building maintenance systems shall include the monitoring of heating hot water and chilled water systems, HVAC equipment, lighting controls, photovoltaic, electrical charging stations, moving conveyances systems, and other systems if applicable, including transmitting monitoring signals to the CDD Central Plant, and providing the appropriate transceiver devices to convert the field devices signal to the monitoring system used by the Central Plant. Work shall include developing the graphics and the integration services necessary to input those changes to display them at the Central Plant.

4. Electrical power monitoring and the transmitting of metered information shall be included in this Project. Consultant shall procure all hardware necessary to ensure the accurate transmission of all metering signals. Uninterrupted Power Supply (UPS) is required to have network monitoring.
5. Equipment Manuals for Shops and Warehouse

Working collaboratively with the Project Team, Consultant shall develop an Equipment Plan Manual (EPM) for each of the shops and the warehouse, detailing systems and equipment requirements for each space, including but not limited to machinery, equipment, storage systems and work benches.

- a. Consultant shall inventory existing equipment and provide assessment for reuse.
- b. Consultant shall describe each piece of equipment (existing and new), location in the facility, quantity, size, cost (if new), cutsheets and a multi-discipline data sheet for design coordination, with all pertinent information to each discipline regarding the equipment.
- c. Consultant shall develop specifications and budget for procurement of new systems and equipment.
- d. The Industrial Engineer is involved in the programming and design of the shops and warehouse which includes assessment of existing equipment and recommendations on operational state-of-the-art approach to shops and warehouse.

C. Develop Building Information Models (BIM)

Consultant shall utilize BIM processes to maximize efficiency throughout the entire project lifecycle. This integrated approach using BIM will provide opportunities to share and leverage data at each stage of this project, improving project quality and efficiency, reducing risk and providing the best possible information for all stakeholders. All design disciplines utilized by the Consultant shall prepare documents using BIM without exception unless specifically approved in writing by the City.

1. The BIM Forum's Level of Detail (LOD) Specification version May 2020 (<http://bimforum.org/lod>) shall be used as the basis for the expected representation of the BIM details expected for various stages of the Work.

2. Models received from the Consultant until construction shall meet LOD 300 which is accurate in terms of quantity, size, shape, location, and orientation.
  3. Consultant must utilize BIM in preparation of all renderings, 3D visualizations and development of deliverables.
  4. The primary BIM platform for authoring content related to facilities and internal systems shall be Autodesk Revit® 2021. This platform must be used for all facilities, structures, buildings and internally housed assets.
  5. The primary BIM platform for authoring site and linear work must be Autodesk Civil 3D® 2021. This platform must be used for all site work and buried utilities.
  6. The primary BIM viewing platform must be Autodesk Navisworks® (current version).
  7. The primary schedule and cost loaded platform for integration with BIM - must be Primavera P6.
- D. Develop and Implement Quality Assurance/Quality Control (QA/QC) Plan.
1. The QA Plan shall identify the Consultant's requirements and procedures for ongoing QA efforts, including but not limited to the following:
    - a. Ensuring all work complies with applicable codes and standards and industry practices;
    - b. Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives and are prepared in accordance with all applicable SFPUC policies and procedures.
  2. Implement QA Plan - The Consultant shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the SFPUC. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QA procedures for successfully interfacing planning and design with City staff.
  3. Prepare Quality Control (QC) Plan - The Consultant shall prepare and

submit a Draft QC Plan for review and acceptance by SFPUC staff. The Final QC Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC QA/QC Program and shall identify the Consultant's requirement and procedures for ongoing QC efforts including but not limited to the following:

- a. Operational techniques and individual activities aimed at controlling or regulating the planning and design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
  - b. Procedures for reviewing, distributing, checking, tracking, controlling, and cataloguing all documents;
  - c. Procedures for reviewing and checking work performed by subconsultants to ensure consistency and coordination of the overall project. Provide list of specific team members performing the QC check;
  - d. Procedures for resolving review comments; and
  - e. Procedures for coordinating with the City Project Team and any independent Technical Advisory Panel and Value Engineering Panel.
4. Implement QC Plan - The Consultant shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QC shall be conducted prior to presenting deliverables to the SFPUC. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high quality, and compatible design. Establish QC procedures for successfully interfacing planning and design with City staff.
5. The Consultant shall conduct a review of the design and documentation produced by City Staff to confirm consistency and alignment with the project goals and the project budget.
- E. Prepare and submit a Design Development phase report to document and summarize the Design Development phase decisions and outcomes, including deviations from the Programming Document and Schematic Design prepared by City Staff.

- F. Prepare and submit plans, diagrams, written description, LEED check list and other supporting documentation to fully describe the Project compliance with LEED requirements.
- G. San Francisco Arts Commission (Arts Commission):
  - 1. Collaborate with City Staff to attain Phase 2 Approval from the Civic Design Review(CDR) Committee.
  - 2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project as required by the San Francisco Administrative Code, Section 3.19, Public Art Ordinance.

## **TASK 2 CONSTRUCTION DOCUMENTS**

- A. Based on the approval of the Design Development documents, Consultant shall prepare 50%, 95%, and 100% Construction Documents to fully describe the work for each trade bid package that should include the following:
  - 1. Drawings, diagrams, calculations, 3D models, renderings, schedules and other documents as needed.
  - 2. Project Manual to include the General and Supplementary Conditions, Divisions 00 and 01, and the technical specification Documents.
  - 3. Preparation of bidding documents and general requirements typically referred as Divisions 0 and 1 in the contract documents, Submittals, Enhanced Commissioning (as defined by LEED), and other Division 1 Sections that the Consultant is responsible for or as requested by the City.
- B. Facilitate regulatory approvals of project documents from the Department of Building Inspection, San Francisco Fire Department, Public Works Bureau of Streets and Mapping, Public Works Accessibility Review, San Francisco Public Utilities Commission, San Francisco Municipal Transportation Agency, Department of Public Health and California Department of Toxic Substances Control. Consultant shall provide their work documents, be available for meetings, provide responses to comments as it pertains to their work documents and facilitate follow up to expedite approvals.
- C. Final San Francisco Arts Commission Approval: City Projects require design review approvals from the San Francisco Arts Commission's Civic Design Review Commission. Phase 2 approval is required at completion of the Design Development phase and Phase 3 approval is required at completion of Construction Documents phase. For more information visit:  
<https://www.sfartscommission.org/our-role-impact/programs/civic-design-review>.

1. Collaborate with City Staff to attain Phase 2 and 3 Approval from the Civic Design Review (CDR) Committee.
  2. Collaborate with City Staff and the Arts Commission to incorporate the Art Enrichment program requirements into the Project.
- D. Consultant shall include plans and documentation for Commissioning and Activation Process:
1. Provide documentation (Available Manufacturer Test procedures in product specifications) to indicate compliance with the SFPUC's Commissioning requirements.
  2. Provide documentation to indicate compliance with LEED Gold certification requirements and commissioning requirements.
  3. Update plans previously developed in the BOD as needed to reflect decisions that have been made during the Construction Documents phase.

### **TASK 3 CONSTRUCTION ADMINISTRATION**

- A. Consultant is responsible for providing support during the bidding process, including providing full and complete design documents and responding to requests for information from bidders.
- B. Consultant is responsible for review and responses to requests for information, and review and approval of required submittals during construction.
- C. Consultant is responsible for issuing Architect's Supplemental Instruction (ASI) for design or construction changes during construction.
- D. Consultant is responsible for conducting inspections during construction and prior to substantial completion. Consultant shall issue punch list items to be completed for issuance of substantial completion and final completion.

### **3.4 City Staff Responsibilities**

1. The work to be performed and responsibilities to be assumed by City staff team: Landscape design of the final design, construction documents, and construction administration.

### **3.5 General Obligations**

- A. Throughout all design phases, Consultant shall collaborate with the Project Team, including the CM/GC Contractor.

- B. Consultant shall develop and maintain a schedule indicating the critical path for the Project duration and update this schedule throughout all design phases.
- C. Consultant shall submit meeting summaries documenting key decisions and action items from project meetings, presentations and workshops, within two (2) weeks of date of meetings.
- D. Consultant shall submit monthly progress reports, within five (5) calendar days after the end of each month.
- E. Consultant shall initiate and manage the process to obtain LEED Gold Certification.
- F. At the conclusion of each design milestone, the Consultant shall prepare and submit a Design Review Submittal, which shall include all drawings, diagrams, calculations, 3D models, 3D renderings, schedules and a Project Manual that includes General and Supplementary Conditions, Technical Specifications for review by the SFPUC and Constructability Review by the CM/GC Contractor. Consultant shall respond to each comment and with the SFPUC's direction, incorporate each comment into the following design phase. Consultant shall maintain a Design Comment Log that indicates the status of each comment and where it's incorporated into the design documents.
- G. Consultant is obligated to complete design within the allotted project budget. At the conclusion of each design milestone, the CM/GC Contractor shall complete a constructability review and cost estimate. Consultant is responsible to implement solutions as required to complete design within the project budget.
- H. Consultant agrees to staff a fully functioning office located within 10 miles from the SFPUC Headquarters in San Francisco prior to NTP. The office shall include technical and non-technical staff capable of providing a significant amount of the scope of services outline in this RFP.

### **3.6 Social Impact Partnership**

See Section 5.2.10 of the RFP for Social Impact Partnership Submittal Instructions and Appendix M of the RFP for SFPUC's Social Impact Partnership Program Supporting Documents.

# 4 Minimum Qualifications

The minimum qualifications set forth below are required for a Proposer to be eligible to submit a proposal in response to the RFP. Proposals must clearly demonstrate compliance with the specified minimum qualifications. The SFPUC may reject Proposals that do not clearly meet the minimum qualifications without further consideration. The SFPUC reserves the right to request clarification from Proposers who fail to meet any minimum qualification requirements prior to rejecting a Proposal for failure to demonstrate compliance.

## 4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications

A Proposer cannot be a Prime Proposer or JV Partner on more than one (1) proposal. In addition, a Prime Proposer or JV Partner that intends to be listed as a subconsultant on another competing proposal must fully disclose that intention to the impacted parties. Any Joint Venture (JV) responding to this RFP must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner).

To qualify as a **Prime Proposer** or **Lead JV Partner** for this Agreement, a Proposer must possess at a minimum the following qualifications:

- The Prime Proposer or Lead JV Partner must have 15 years demonstrated experience as the Lead Architect during design and construction on at least one (1) civic or industrial completed projects, with a minimum project construction value of \$80,000,000 that included two (2) or more buildings, within the last fifteen (15) years.
- The Prime Proposer or Lead JV Partner must demonstrate experience managing five (5) or more subconsultants as Lead Architect during design and construction on a minimum of three (3) completed projects, each with a minimum of \$50,000,000 construction value, within the last ten (10) years.
- The Prime Proposer or Lead JV Partner must have experience as Lead Architect during design and construction, on a minimum of two (2) completed projects utilizing an integrated project delivery method that involved preparation of early trade packages between 65% and 95% completion of design, each with a minimum of \$50,000,000 construction value, within the last ten (10) years.
- The Prime Proposer or Lead JV Partner must have experience as a Lead Architect coordinating with design-build subcontractors during design and construction on a minimum of two (2) completed projects with a minimum construction value of \$50,000,000, within the last ten (10) years.

To qualify as a **Non-Leading JV Partner** for this Agreement, a Proposer must possess the following qualifications:

- A Non-Leading JV Partner must demonstrate experience as Lead Architect on a minimum of two (2) projects with a minimum construction value of \$25,000,000 that included one (1) or more of the following occupancy types: office, warehouse, or industrial shops, completed within the last fifteen (15) years.

## 4.2 Subconsultant Qualifications

To qualify as a **Subconsultant** that will provide technical services described in this RFP, the Subconsultant(s) must possess at a minimum the following qualifications. \*Note: If the Prime Proposer or JV Partner is performing this role, they must also meet the below qualifications.

The SFPUC strongly encourages respondents to engage in positive efforts to utilize diverse, local firms as subconsultants for this project. RFP responses must include Statements of Qualifications from each proposed subconsultant to document that the team meets or exceeds the Minimum Qualifications.

- Subconsultant must (i) have been in business a minimum of five (5) years performing one of the technical fields required under the scope of services **AND** (ii) have a principal or partner with at least ten (10) years professional design experience in that field. The five-year "in business" and the ten-year principal/partner experience requirements, set forth above, are separate and distinct; one cannot be substituted for the other. The City will credit any relevant experience of a subconsultant firm's principal, partner, or principal officer(s) responsible for making significant administrative and business decisions on behalf of the firm only if: (i) the individual is not designated to fill a "key" employee/person role identified in Section 4.3, below; (ii) the subconsultant demonstrates, to the satisfaction of the City, that the individual's prior experience with another firm/entity is predictive of the subconsultant's performance under this Agreement based on the individual's present management/supervisory role with the subconsultant firm and the individual's anticipated involvement in the management/supervision of the services under this Agreement; and (iii) the individual has been employed by or associated with (i.e., as an owner or partner) the subconsultant firm for a period of at least one (1) year prior to the due date for submittal of proposals.

The SFPUC does not require non-technical subconsultants (e.g., reprographics) to meet the Subconsultant qualifications listed above.

## 4.3 Key Team Member Qualifications

To qualify as the **Key/Lead** Team Member for this Agreement, an individual must possess the following:

### A. Project Architect for the Consultant (Prime Proposer or Lead JV Partner)

To qualify as the **Project Architect** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years of experience as Project Architect for design firms; and
- Current State of California Architectural license; and
- Demonstrated experience as a lead overseeing design on a project utilizing an integrated delivery method, on a project that required strategic sequencing of construction on a minimum of two (2) completed projects, **and** included a minimum of one (1) project with multiple buildings where the cumulative square feet was a minimum of 100,000 square feet.

### B. Project Manager for the Consultant (Prime Proposer or Lead JV Partner)

To qualify as the **Project Manager** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years of experience as a Project Manager for design firms; **AND**
- Demonstrated experience as a lead of a design team on a project utilizing an integrated delivery method with an umbrella design team consisting of a minimum of five (5) or more consultants on a minimum of two (2) completed projects.

### C. Civil Engineering Principle-In-Charge under the Consultant

To qualify as a **Civil Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' experience as Principal-In-Charge in Civil Engineering; and
- Current State of California Civil Engineering license; and
- Demonstrated experience as lead for the duration of design and construction on a minimum of two (2) completed civic or industrial projects, within the last ten (10) years; and
- Demonstrated experience as lead in design of a minimum of two (2) completed projects that involved five or more acres, with a minimum of one (1) of those projects involving a brownfield site, within the last ten (10) years.

### D. Structural Engineering Principle-In-Charge under the Consultant

To qualify as a **Structural Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Structural Engineering; and
- Current State of California Structural Engineering license; and
- Demonstrated experience as lead in design for the duration of design and construction relevant to team member's discipline on a minimum of two (2) civic or industrial projects, within the last ten (10) years; and
- Demonstrated experience as lead in design of a minimum of three (3) projects that involved mixed-use buildings, with parking being one of the uses on a minimum of two (2) of those projects, within the last ten (10) years.

#### **E. Mechanical Engineering Principal-In-Charge under the Consultant**

To qualify as a **Mechanical Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Mechanical Engineering; and
- Current State of California Mechanical Engineering license; and
- A minimum of ten (10) years' professional demonstrated experience relevant to the team member's discipline; and
- Demonstrated experience as Lead in design for the duration of design and construction relevant to team member's discipline on a minimum of two (2) civic or industrial projects, within the last ten (10) years; and
- Demonstrated experience as lead in design of a minimum of two (2) completed industrial projects, with one of the uses being auto, fabrication or machine shop on a minimum of one (1) of those projects, within the last ten (10) years.

#### **F. Plumbing Engineering Principal-In-Charge under the Consultant**

To qualify as a **Plumbing Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Plumbing Engineering; and
- Current license to practice in California, relevant to the team member's discipline; and
- A minimum of ten (10) years' professional experience relevant to the team member's discipline; and
- Demonstrated experience as Lead in design for the duration of design and construction relevant to team member's discipline on a minimum of two (2) civic or industrial projects, within the last ten (10) years.

### **G. Electrical Engineering Principal-In-Charge under the Consultant**

To qualify as an **Electrical Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Electrical Engineering; and
- Current State of California Electrical Engineering license; and
- A minimum of ten (10) years' professional demonstrated experience relevant to the team member's discipline; and
- Demonstrated experience as Lead in design for the duration of design and construction relevant to team member's discipline on a minimum of two (2) civic or industrial projects, within the last ten (10) years; and
- Demonstrated experience as lead in design of a minimum of two (2) completed industrial projects, with one of the uses being auto, fabrication or machine shop on a minimum of one (1) of those projects, within the last ten (10) years.

### **H. Industrial Engineering Principal-In-Charge under the Consultant**

To qualify as an **Industrial Engineering Principal-In-Charge** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' demonstrated experience as Principal-In-Charge in Industrial Engineering; and
- Degree in Architecture; and
- A minimum of ten (10) years' professional experience relevant to the team member's discipline with specialization in public works, fleets and shops; and
- Demonstrated experience as Lead in design for the duration of design and construction relevant to team member's discipline on a minimum of two (2) civic or industrial projects, within the last ten (10) years; and
- Demonstrated experience as lead in design of a minimum of three (3) industrial completed projects that included industrial shops and one (1) industrial project that included a warehouse, within the last ten (10) years.

### **I. Lead Team Member for Specialized Consultant disciplines (a-j)**

To qualify as a **Lead Teams Member for Specialized Consultant for disciplines (a-j)** for this Agreement, an individual must possess the following:

- A minimum of ten (10) years' professional demonstrated experience relevant to the team member's discipline; and

- Demonstrated experience as a Lead in design relevant to team member's discipline on a minimum of one (1) civic or industrial project, within the last ten (10) years.
  - a. Fire Sprinkler Systems,
  - b. Acoustical Engineering,
  - c. Parking,
  - d. Elevator Systems,
  - e. Waterproofing Systems,
  - f. Communications Systems (Low Voltage, Security, Audiovisual),
  - g. Lighting Design,
  - h. FF&E / Interior Design,
  - i. Signage Design,
  - j. LEED and Commissioning

All Key Team Members (A-H listed above) must provide letters of commitment as outlined in Section 5.2.3 (Qualifications Summary).

# 5 Proposal Response Format

## 5.1 Proposal Submission

All proposals must be submitted online via the [SFBid Website \(https://sfbid.sfwater.org/\)](https://sfbid.sfwater.org/).

For technical or procedural questions regarding the online submittal, please contact [sfbid@sfwater.org](mailto:sfbid@sfwater.org).

## 5.2 Proposal Requirements and Format

Detailed proposal response requirements are listed below and on the online response form within SFBid (“Proposal Response Form”). Please refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. Proposers are prohibited from using the “Make Link” or “Add Image” features in the formatted text response fields. Inclusion of links (other than email addresses) or images in the text response fields may result in rejection of a Proposal. The Proposal must include the following:

### 5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer and if a Joint Venture (JV) is responding to this RFP, the Lead JV Partner. If available, please provide your City “Bidder” or “Supplier” number.

Proposer must agree to the following commitments listed below and in the Proposal Response Form:

- Proposer has reviewed the Conflict of Interest Section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the qualifications and experience to perform and complete the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Professional Services Agreement (P-606) (see Appendix A);
- Proposer has reviewed the Limitations on Communications Section of this RFP and certifies compliance with all communications instructions and restrictions;
- Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco;

Proposer agrees to staff a fully functioning office located within 10 miles from the SFPUC Headquarters in San Francisco prior to NTP. The office shall include technical and non-technical staff capable of providing a significant amount of the scope of services outline in this RFP.

## 5.2.2 Executive Summary

Proposer must provide an executive summary that:

- Includes a brief overview of the Proposal's principal elements,
- Demonstrates an understanding of the project objectives, and
- Describes the Proposer's approach for carrying out the scope of services.

## 5.2.3 Qualifications Summary

Proposer must provide a description and background summary of the Prime Proposer or JV Partners consulting firm(s), and Subconsultants. The summary must include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required to accomplish the work successfully.

If a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The Lead JV Partner must demonstrate proven experience in managing and leading.

Proposer must clearly demonstrate that the Prime Proposer (or JV Partners), and all Subconsultants meet all the minimum qualification requirements outlined in Section 4 of the RFP.

## 5.2.4 Reference Projects

Proposer must provide descriptions of the four (4) most recent projects previously performed by the Proposer within the last fifteen (15) years that are of the type and scope of services specified in this RFP. Reference projects should demonstrate the minimum qualifications detailed in Section 4.1 have been met.

For a JV, each JV Partner shall provide at least one (1) of the four (4) reference projects.

For Prime Proposer or Lead JV Partners, at least two (2) reference projects must be civic or industrial projects with a minimum budget of eighty million dollars (\$80,000,000) that included two (2) or more buildings.

For Non-Lead JV Partners, provide demonstrated experience for at least one (1) reference projects that meets the minimum qualifications detailed in Section 4.1.

A Proposer may not selectively choose projects. Rather, the Proposer must submit project descriptions for the most recent projects that are relevant to the services requested in this RFP. Failure to submit the most recent, relevant projects may result in the proposal being deemed non-responsive and/or result in the loss of points.

If a Proposer responding to this RFP identifies an SFPUC project as a qualifying project reference, and the identified project complies with RFP reference requirements and was subject to the SFPUC's Consultant Services Performance Evaluation (CSPE) process (see Appendix K), then SFPUC staff may forward either the most recent annual CSPE or the final CSPE for the project, as appropriate, to the Selection Panel.

The descriptions shall include:

- Project name;
- Project scope summary;
- Dates when the project was performed;
- Project costs (Prime (or JV Partners) CM consulting fee and total project construction cost);
- Proposer's role and responsibilities in the project;
- Proposer's performance on delivering the project on schedule and on budget;
- Proposer staff members who worked on the project; and
- Client name, reference, and contact information.

### **5.2.5 Work Approach**

Proposer must describe its overall work approach. Specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities, including coordination and communication with SFPUC staff, to meet project milestones and deliverable due dates;
- Factors to consider in identifying trade bid packages and project delivery methods. Discuss schedule, client impacts, project quality. Discuss how Proposer would deliver the Project and how the Project can be expedited.
- Understanding of potential design, environmental, construction and site constraints and how the Proposer can support the SFPUC in completing this project on schedule and within budget;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (Quality Assurance/Quality Control (QA/QC));
- Understanding of stakeholder concerns and needs in neighboring community;

### **5.2.6 Team Members**

Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who will perform the services outlined in the RFP. Discuss team members' background and experience in order to demonstrate experience and skills necessary to perform the work successfully.

Identify staff who will serve as the Key/Lead Team Members, as specified in Section 4.3 of the RFP. Proposer must clearly demonstrate that all Key Team Members meet all the minimum qualification requirements outlined in Section 4.3. Upload resumes, where indicated in the Proposal Response Form, for each Key/Lead Team Member and any other critical team members, so that the Selection Panel can evaluate the capabilities of each team member to fulfill their project roles and complete the scope of services successfully.

In addition, upload a letter of commitment from each Key Team Member identified in the proposal, as instructed in the Proposal Response Form. Each letter of commitment shall be signed by the applicable individual and dated within five (5) business days of the date that proposals are due. Each letter of commitment must include a statement by the applicable individual that, if the City awards an agreement to the Proposer, he or she intends to work on the New CDD Campus at 2000 Marin Design Services Agreement at the percentage of work time specified by Proposer in its proposal for the duration of the Agreement. In the absence of a letter of commitment from an identified Key Team Member, the City may determine that the Proposer does not have commitment from the identified individual/s and may reject the proposal as non-responsive.

The information required in this section for Key/Lead Team Members applies to any additional key/lead individuals proposed by the Proposer.

Please note: Proposers must provide evidence of relevant project experience as specified within the Minimum Qualifications section of the RFP (Section 4.3) for all Key/Lead Team Members. This evidence of required project experience should be listed within the team member's Resume or within the Qualifications Summary section for Key/Lead Team Members.

### **5.2.7 Team Organization Chart**

As instructed in the Proposal Response Form, attach an Organizational Chart that illustrates the team structure (include the integration/interaction with City project team staff). Note the firm name and title/role for each team member.

### **5.2.8 Team Availability**

Fill out the spreadsheet template attached as Appendix D of the RFP and entitled "Proposer Commitment Matrix" completely and attached it as directed in the Proposal Response Form. All information in this spreadsheet must be consistent with all other submissions with the proposal (OPS, letters of commitment, etc.) Failure to provide consistent information on the Proposer Commitment Matrix may result in the City finding the proposal non-responsive.

The first worksheet tab is entitled "Commitment Matrix". Identify the specific percentage of work time each Key/Lead Team Member will spend on the project and confirm their availability throughout the project duration.

The second worksheet tab is entitled "Other Project Commitments." Fill in each Key/Lead Team Member proposed on this project and include all other current or pending projects on which they are committed. The numbers can be in full time employee hours or percentage of time, but the information should be consistent for each team member entry.

### **5.2.9 Overhead and Profit Schedule**

Compensation under this contract will be provided as: 1) labor related costs by hourly billing rates for hours worked, and 2) separately billed direct reimbursable expenses (ODCs).

Proposers must use the Overhead and Profit Schedule (OPS) Template, provided as an Excel file in Appendix B, to prepare their OPS. The OPS must include the base hourly rate and each firm's overhead and profit rate (OPR, or "multiplier") for each staff member for the Prime Proposer (or JV Partners) and all Subconsultants expected to work on the Project. Only one overhead and profit rate must be listed for each firm. The OPS must also include the markup on Subconsultant labor costs. The base hourly rate is the employee's earned income hourly rate, which shall not include health benefits, retirement benefits, profit sharing, sick leave, and vacation.

#### **A. Applicable Rates/Tasks**

All Proposals must provide 2021 billing rates. The Consultant will only be allowed to escalate its 2021 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

Based on the information provided in the OPS, SFPUC will calculate an Effective Overhead and Profit Rate (EOPR, or "Average Multiplier") by dividing the Total Actual Labor Cost by the Total Base Labor Cost. The EOPR will be a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR may not exceed 3.20. The maximum billing rate is \$250/hour.**

Any Proposer that does not completely fill out the OPS provided in this RFP and/or does not comply with the maximum allowed EOPR will not receive any points for the OPS portion of the proposal evaluation. Furthermore, it is within sole discretion of the SFPUC to reject any proposal that does not comply with the OPS requirements.

All costs to manage and administer the services under the Agreement must be included in each firm's OPR, or "multiplier." Only individuals who are assigned to the proposal or have been approved by the SFPUC Construction Manager to be added to the Agreement, and are performing tasks directly related to the Agreement, will be allowed to charge their time on the approved task orders.

## **B. Individual Contractor**

An Individual Contractor for purposes of the OPS is an individual staff team member proposed by Proposer who is compensated by Proposer under an hourly contract pay rate instead of an hourly base payroll labor rate. An Individual Contractor must be listed as a separate line item in the OPS. The Individual Contractor's name, entity, and hourly pay rate shall be listed, and the hourly pay rate extended to a billing rate with a 1.00 Overhead and Profit Rate pass-through. The Individual Contractor's hourly pay rate must be verifiable by an executed written contract with the Proposer. Markup on an Individual Contractor is limited to 5% of the Individual Contractor's proposed billed cost. The Proposer's markup for an Individual Contractor must be captured in the subconsultant markup box at the bottom of the OPS.

Provision of Individual Contractors for proposed services under the Agreement shall not exceed 3% of the Proposal Total Actual Labor Cost. If Proposer's Individual Contractor is later replaced or substituted after the Contract is executed, the billing rate of any new Individual Contractor must not exceed the billing rate proposed in the OPS for the position. If the Individual Contractor is replaced or substituted with a Prime or Subconsultant employee at an hourly payroll rate, the firm Overhead and Profit Rate applied to the replacement individual's hourly payroll rate must not exceed the Proposal EOPR.

## **C. Rates and Markups**

The Proposer's billing rates and EOPR provided in the OPS will be non-negotiable during the Agreement award process and for the duration of the Agreement. The EOPR will apply to the billing rate of all subconsulting firms not listed in the OPS. If a new subconsulting firm is added during the duration of the Agreement, the new individual firm Overhead and Profit Rate can be no more than the Proposal Effective Overhead and Profit Rate. The EOPR will also apply to all amendments to the Agreement.

SFPUC may require the Proposer to provide certified payroll records documenting the actual salaries of all individuals who will be added to the Project (i.e., individuals not listed in the OPS). The City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Proposer. The City expects individuals listed in the OPS, and for whom résumés and qualifications have been submitted as part of the proposal, to be provided to the project team.

The Proposer shall provide the markup on Subconsultant labor costs as a separate line item in the OPS. Markups are limited to 5% of Subconsultants' actual labor costs. Markups on ODCs or materials for either the Proposer or its Subconsultants are not allowable.

Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firm's proposed overhead rate (including salary burden and fringe

benefits) and proposed profit rate. Each firm's proposed OPR, or "multiplier," shall apply to all proposed staff and substituted, new, or added staff for the duration of the contract and shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses.

#### **D. Other Direct Costs**

Direct reimbursable expenses (ODCs) shall include actual direct costs (with no markup) of expenses directly incurred in performing the work. **All ODCs are subject to pre-approval in writing by the SFPUC Manager.**

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by SFPUC ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.
  - Rental vehicle or Car Share: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
  - Personal vehicle use: SFPUC will pay Consultant on a per mile basis as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Consultant must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Consultant must submit to the City an approved mileage log and expense report with its monthly invoices.
- Project vehicle rental/lease cost, gasoline, tolls and parking. The Consultant must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, SFPUC will not reimburse any additional insurance costs. Specialty printing ("specialty" as used herein shall mean large volume or large format printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees; and
- Expedited courier services when requested by SFPUC staff and task-specific Safety equipment.

Anything not listed above is not eligible for reimbursement and therefore should be included in the Proposer’s EOPR if compensation for these expenses is desired. They include, but are not limited to:

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, and travel from Consultant’s home office to SFPUC facilities not requested by SFPUC;
- Non-routine travel from Contractor’s home office to SFPUC facilities;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm’s home office, standard computer use charges, computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

## **5.2.10 Social Impact Partnership (SIP) Submittal**

### **5.2.10.1 Social Impact Partnership Introduction**

The San Francisco Public Utilities Commission (SFPUC) is committed to being a good neighbor to all who live or are directly affected by its activities and investments. The SFPUC seeks to partner with Consultants who share our responsibility to deliver concrete positive benefits to our communities. Through the Social Impact Partnership (“SIP”) Program, the SFPUC seeks to identify partners with shared values to build stronger partnerships throughout the City and region, resulting in healthier and more vibrant communities.

### **5.2.10.2 Instructions for the SIP Submittal**

The SIP Submittal shall not exceed five (5) pages. Each page must include the name of the Consultant, the contract number, and be numbered at the bottom right hand corner. The submittal must use a minimum 10-point font and provide at least one-inch margins. The required SIP Commitments Table described in Section D can be on an 11x17 page. The proposal must be submitted by uploading the proposal in SFBid under the “Social Impact Partnership Submittal” section, labeled clearly as the SIP Submittal with the name of the Proposer and the title of the RFP.

The SIP Submittal must include the following sections:

- A. *SIP Work Approach*
- B. *Project Team/Organization*
- C. *Social Impact Partnership Commitments Table*
- D. *Performance Measures, Accountability, and Deliverables*

A. SIP Work Approach

The proposed SIP Commitments must include a description of the Consultant's overall SIP delivery approach, and how its SIP activities will be structured as a part of a cohesive and integrated plan. Any SIP Commitments to which the Consultant voluntarily commits must benefit the community, neighborhood, and/or residents impacted by the Project. Contract PRO.0232, the design of 2000 Marin, will primarily impact the Southeast sector of the City and County of San Francisco.

The SIP Commitments must describe the nonprofit, educational, or charitable organization(s) with which the Consultant intends to partner along with the proposed programs or strategies that have a demonstrated track record of successful outcomes. All SIP Commitments must support nonprofit, charitable, or related activities. SIP Commitments shall not go to, nor benefit, any City department or employee. SIP Commitments are separate from, and in addition to, any regulatory or legal requirements related to the contract (e.g., local hire, LBE requirements, environmental mitigation, etc.). The Consultant may not – directly or indirectly – pass on to the City the costs of performing its SIP Commitments. The Consultant itself must bear the entire cost of meeting its SIP Commitments.

The following are examples of previous SIP Commitments that have had a significant, positive community impact. The SFPUC suggests that Consultants consider the following categories of community support programs for SIP Commitments:

i. Job Exposure and Internships

Consultants may wish to consider SIP Commitments to support job exposure and internship strategies for local communities that: (1) recruit local residents; (2) manage individual cases; (3) remove barriers to employment; (4) provide soft skills training; (5) train individuals for technical skills; and (6) develop and build the worker pipeline to, among other things, meet City-mandated workforce and contracting requirements. There is an opportunity for Consultants to partner with

community-based nonprofit organizations that can provide job exposure, training and internship strategies and can assist with efforts to identify workers, remove barriers to employment, provide support services, train, and refer workers to job opportunities.

ii. Small Business Support

Consultants may wish to consider SIP Commitments supporting small, local businesses. Small business support strategies to consider may include: (1) training, mentoring, and/or technical assistance for small, local contractors and consultants in elements of how to conduct business in the construction and professional service industries, especially for public contracting opportunities; (2) training, mentoring and/or technical support for small, local retail businesses; and (3) supporting the development of additional small, local businesses. These strategies provide subcontractors and subconsultants with the technical assistance to develop their capacity to compete for and participate on City projects.

iii. Education

Consultants may wish to consider SIP Commitments that promote science and engineering education in disadvantaged communities through partnerships with local educational non-profits and schools that take into consideration the priorities of the local school district. Education strategies to consider may include: (1) supporting the development of ecoliteracy curricula and teacher professional development in local public schools for grades K-12; (2) “adopting” a local school to which the Consultant provides focused support and resources; (3) engaging the Consultant’s professional staff to volunteer in community and promote a culture of science, technology, engineering, mathematics, and civic engagement by serving as mentors to students, tutoring, or making presentations in classrooms; and (4) funding scholarship awards for students to attend college or other learning experiences for youth and young adults.

iv. Environment and Community Health

Consultants may wish to consider SIP Commitments that address environmental justice disparities, improve health outcomes in the

community, and support the continued presence of long-term residents and businesses in the community. Environmental and community health strategies to consider may include supporting: (1) community gardens, urban farms, greenhouses, or other innovative urban agriculture initiatives that educate students and residents in food deserts about sustainability practices, such as rainwater harvesting or use of native, drought-tolerant plants; (2) health and wellness programs or projects that promote access to mental health professionals in schools or resources for community organizations to carry out air pollution monitoring in neighborhoods facing health disparities; and (3) programs that promote healthy food access for residents that lack access.

#### B. Project Team/Organization

The SIP Commitments must include a description of the Consultant’s overall approach to fulfilling its SIP obligations. This should include the names of each team member who will be responsible for implementing the SIP Commitments, and the following information for each team member: (a) qualifications, (b) specific responsibilities, (c) decision making authority, and (d) relevant contact information, including phone number and email address. The Consultant must identify a SIP Executive-in-Charge and a SIP Coordinator. The SIP Executive-in-Charge will manage the implementation of the SIP Commitments, provide fiduciary oversight, and ensure that the proposed SIP activities are delivered to the communities that they are intended to benefit in a transparent and otherwise accountable manner. The SIP Coordinator will organize, plan, track, and report on the progress of all SIP activities.

#### C. SIP Commitments

SIP Commitments can be delivered as direct financial contributions or volunteer hours.

##### i. Direct Financial Contributions

Direct financial contributions for SIP Commitments may include the following: (1) funding for the planning and implementation of programs that benefit local communities; (2) funding for direct payment to program participants, such as scholarships, stipends for internships and training programs, and childcare expenses; (3) funding to provide ongoing and long-term benefits, such as a science maker's space or software licenses at a public school. All financial contributions must go

directly to non-profits, schools, and/or governmental entities other than the City. Provide the dollar amount committed to the delivery of the intended outcomes listed in the SIP Commitments Table below.

ii. Volunteer Hours

Volunteer hours are the Consultant’s employees’ time spent delivering the intended outcomes of its SIP Commitments. All volunteer hours must support non-profits, schools, and/or governmental entities other than the City. Provide the number of volunteer hours committed to the delivery of the intended outcomes listed in the SIP Commitments table below. A standardized rate of \$150/hr for each individual may be used to quantify the value of volunteer hours.

D. Voluntary Program

SIP Submittals are voluntary, however, proposers who choose to include a SIP Submittal will be eligible to receive a maximum of up to 50 points for the submittal.

E. SIP Commitments Table

Please provide a summary of the proposed SIP Commitments over the life of the contract using the table below:

Table 1: Social Impact Partnership Commitments Table

				(A)	(B)	(C)	(D)	(E)
	Social Impact Partnership Category	Strategies and Expected Outcomes	Timetable and Duration	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate	Total Value of Volunteer Hours (B x C)	Total Contributions (A + D)
(1)	Job Exposure and Internships			\$	Hrs	\$150/hr	\$	\$
(2)	Small Business Support			\$	Hrs	\$150/hr	\$	\$
(3)	Education			\$	Hrs	\$150/hr	\$	\$

(4)	Environment and Community Health			\$	Hrs	\$150/hr	\$	\$
	TOTAL			\$	Hrs		\$	\$

F. Performance Measures, Accountability, and Deliverables

i. Performance Measures

SIP Commitments submitted in response to this RFP must be performed by the successful Consultant progressively throughout the Agreement term, commencing when the first Notice to Proceed (NTP) is issued. Commitments performed as part of previous contracts or prior to the Consultant’s submittals in response to this RFP cannot be used to meet the Consultant’s SIP commitments to this RFP. Implementation of the Consultant’s Social Impact Partnership Commitments may not be dependent upon funding, or necessitate any financial actions or decisions by the SFPUC.

ii. Accountability

Consultants must provide detailed descriptions of accountability methods and measures that the SFPUC may use to measure actual delivery of the Consultant’s SIP Commitments to the communities they are intended to benefit in a transparent and accountable manner. To maximize transparency and accountability, Consultants must propose a process or mechanism by which the SFPUC can independently verify that the Consultant actually delivered the funds and/or provided the volunteer resources specified in the Consultant’s SIP Commitment.

iii. Deliverables

The successful Consultant must perform these obligations as its deliverable towards satisfying the SIP Commitments. In addition:

1. The successful Consultant must develop and submit to the SFPUC a SIP Plan and Timeline within three months of issuance of the first NTP. The SIP Plan and Timeline must provide details regarding expenditures, a schedule, and timelines for executing the Consultant's SIP Commitments.
2. The successful Consultant must submit progress reports at least biannually during the term of the Agreement (including any revisions to the work plan and associated timelines as necessary to ensure the commitments are completed during the term of the contract). The progress reports must identify activities and detail the outcomes, key metrics, and the total number of volunteer hours and/or financial commitments performed during that period. As part of the biannual progress reports, the Consultant must also submit documentation to substantiate that the SIP Commitments and any funds or volunteer hours associated thereto were delivered (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, receipts, cancelled checks, sign-in sheets from events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities). The Consultant must submit progress reports by the last business day of the month following the previous six-month reporting period.
3. The successful Consultant shall submit the reports noted above and any other documents necessary so that they can be presented to the SFPUC Commission, the public and all potentially interested stakeholders in a transparent, accessible and accountable manner. These reports and documentation shall be adequate to enable the SFPUC Commission and all interested stakeholders to evaluate and measure the efficacy of the successful Consultant's SIP Commitments. The successful Consultant shall be prepared to publicly present and transparently report all of the requested information to the SFPUC Commission, the public and any interested stakeholders or decision-makers regarding the results of the successful Consultant's SIP Commitments.
4. The successful Consultant must also prepare and submit a stand-alone annual newsletter documenting the highlights of the SIP Commitments and outcomes for the year.

iv. Task Cost

Although this is a deliverable task if the Consultant included SIP Commitments with its proposal, it is non-compensable. The Consultant shall not allot or include any hours or dollars in Consultant's costs for this Project in order to perform or deliver the voluntarily proposed SIP Commitments. If the Consultant commits any funds to delivering the SIP Commitments it proposes, all such funds must be independent of SFPUC funding or any dollars associated with this Project. If the Consultant commits to contributing any funds to performing or delivering its commitments related to this task, such funds may not be dependent in any way upon receipt of SFPUC funding, including release of retention.

The Consultant's provision of SIP Commitments does not entitle Consultant to additional work beyond that specified within the Agreement. In the event that the contract value is not fully expended or is otherwise amended, the parties hereby agree to meet and discuss the impact to the corresponding SIP Commitments. The representations, warranties and other terms contained in this SIP Commitments section have been designed by Consultant as the basis for a SIP Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

#### G. Limitations on SIP Communications

From the earlier of either (1) the publication of this RFP on the SFPUC's Contract Advertisement Report, or (2) the date this RFP is issued, until completion of the competitive process of this RFP, either by cancellation or by final action of the San Francisco Public Utilities Commission, the SFPUC strictly prohibits any attempt to communicate with any City official, representative or employee about SIP Commitments, except as instructed in the RFP. Failure to comply with this communications protocol may, at the sole discretion of the SFPUC, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFP.

#### Scoring for SIP Submittal

SIP proposals will be evaluated by a separate panel. The total SIP points are listed in the Evaluation and Selection Criteria (refer to RFP Section 6.2). The panelists will score proposers on the following criteria:

<b>Evaluation Criteria</b>	<b>Reference to Sections</b>	<b>Percent of SIP Points</b>
<b>SIP Work Approach</b>	5.2.10.2.A	30%
<b>SIP Commitments Table</b>	5.2.10.2.E	50%
<b>Project Team/Organization</b>	5.2.10.2.B	10%
<b>Performance Measures, Accountability, and Deliverables</b>	5.2.10.2.F	10%
<b>TOTAL</b>		100%

### **5.2.11 CMD Local Business Enterprise Forms**

All proposals submitted must include the completed CMD Local Business Enterprise (LBE) Forms (CMD Attachment 2). Attach the completed CMD LBE Forms included in Appendix C: Form 2A, Form 2B, Form 3, Form 4, and Form 5.

### **5.2.12 Additional Attachments: City Requirements Forms**

All proposals submitted must include the following:

- 1) CMD/12B & 12C Form: Attach the completed CMD Form 12B-101 included in Appendix E. See RFP Section 10.3 for more information.
- 2) Other Required City Forms: Attach the completed Minimum Compensation Ordinance (MCO) Declaration, Health Care Accountability Ordinance (HCAO) Declaration, and First Source Hiring Program (FSHP) Agreement included in Appendices F, G, and H, respectively. See RFP Sections 10.4, 10.5, and 10.6 for more information.
- 3) Chapter 12X Certification, included in Appendix I.
- 4) Release of Liability Form included in Appendix J.

# 6 Evaluation and Selection Criteria

This section describes the process for analyzing and evaluating the Proposals. SFPUC and CMD staff first perform an Initial Screening process as described in Section 6.1. Proposals that pass the Initial Screening process will proceed to the Evaluation Process described in Section 6.2.

## 6.1 Initial Review

SFPUC and CMD staff will review each proposal for initial determinations on responsiveness. Elements reviewed will include, without limitation: proposal completeness, compliance with format requirements, compliance with minimum qualification requirements, verifiable references, compliance with LBE requirements, and responsiveness to the material terms and conditions of the Agreement (Appendix A, Professional Services Agreement (P-606)).

SFPUC will not score Proposals during the Initial Review. Initial This review will provide a pass/fail determination as to whether a proposal meets the threshold requirements described above. SFPUC will deem non-responsive any proposal that fails to meet these requirements. SFPUC will not include any Proposal deemed non-responsive in the Evaluation Process described in Section 6.2 below. The City reserves the right to request clarification from Proposers prior to rejecting a proposal for failure to meet the Initial Review requirements. SFPUC will limit clarifications to exchanges between the City and a Proposer for the purpose of clarifying certain aspects of the Proposal, and will not provide a Proposer the opportunity to revise or modify its Proposal.

## 6.2 Overall Evaluation Process

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

Written Proposal	
<ul style="list-style-type: none"> <li>• Technical Written Proposal</li> <li>• Social Impact Partnership Submittal</li> </ul>	500 50
Oral Interview	350
Overhead and Profit Schedule	100
<b>TOTAL</b>	<b>1000</b>

The maximum total score for the evaluation process will be one thousand (1000) points.

The Selection Panels, including the Technical Panel and the Social Impact Partnership Panel, will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the SFPUC, other City agencies, and/or other utilities or organizations. SFPUC/City

will not include staff closely involved with the preparation of this RFP and the development of the scope of services on the Selection Panel.

Proposers must obtain a minimum score of three hundred thirty (330) points which is equivalent to sixty percent (60%) on their written proposal (first phase of the evaluation process) to be considered for a panel interview (second phase of the evaluation process). A score greater than three hundred thirty (330) points or sixty percent (60%) on the written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top four (4) ranked Proposers will be short-listed to continue on with oral interviews.

### 6.2.1 Written Proposal Evaluation

The Written Proposal Evaluation consists of separate evaluations of both the Technical Written Proposal and the Social Impact Partnership Submittal. SFPUC will total the scores for the Technical Written Proposal and the Social Impact Partnership Submittal.

The assigned CMD Contract Compliance Officer will assess proposal compliance with LBE requirements and assign a rating bonus to the written proposal score, if applicable.

SFPUC will tabulate the written proposal scores, or CMD-adjusted written proposal scores (if applicable), and rank the Proposers starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

#### 6.2.1.1 Technical Written Proposal

The Technical Panel will evaluate and score written proposals using the following point scale:

<b>EVALUATION CRITERIA</b>	<b>RFP SECTION(S)</b>	<b>POINTS</b>
Proposer Qualifications	4.1, 4.2, and 5.2.3	60
Key Team Member Qualifications	4.3 and 5.2.6	150
Reference Projects	5.2.4	140
Work Approach	5.2.5	150
Total Points:		<b>500</b>

### 6.2.1.2 Social Impact Partnership Submittal

The Social Impact Partnership Submittal is reviewed by a separate panel which will score proposers on the following criteria:

<b>EVALUATION CRITERIA</b>	<b>RFP SECTION</b>	<b>POINTS</b>
SIP Work Approach	5.2.10.2.A	15
SIP Commitments Table	5.2.10.2.E	25
Project Team/Organization	5.2.10.2.B	5
Performance Measures, Accountability, and Deliverables	5.2.10.2.F	5
<b>Total Points:</b>		<b>50</b>

### 6.2.2 Oral Interview Evaluation

The Selection Panel will hold oral interviews with the short-listed Proposers. The SFPUC will send a letter to all short-listed Proposers regarding the format of the interview, the scoring criteria to be used during the interview, and the composition of the Proposer team to participate in the interview. The SFPUC reserves the right to limit participation in the panel interviews to Proposers' key team members and to exclude, for example, Subconsultants on multiple teams, or individuals not listed in the Technical Written Proposal. The SFPUC also reserves the right to disallow substitution of Team Members invited to participate in the oral interviews.

The interview evaluation process may include (and be scored based on) either or both (1) a presentation, and (2) interview questions from the Selection Panel. The same set of interview questions will be used for all Proposers. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary.

The Selection Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses. The CMD Contract Compliance Officer will assign a rating bonus to the oral interview score, if applicable. The oral interview scores, or CMD-adjusted oral interview scores (if applicable), will then be tabulated.

### 6.2.3 Overhead and Profit Schedule Evaluation

SFPUC will score Proposals based on their proposed Effective Overhead and Profit Rate (EOPR, or “average multiplier”) for this Project.

SFPUC may reject the data provided in the OPS and exclude it from the score tabulation if SFPUC finds it to be inconsistent with any of the information provided in the Proposal. For example, classification of team members presented in the Work Approach or Team Organizational Chart must be consistent with classification of team members listed in the OPS.

SFPUC will allocate up to **100** points for the Overhead and Profit based on the following table:

Effective Overhead and Profit Rate (EOPR, or “Average Multiplier”)	Point(s)
< or equal to 2.50	100
2.51 - 2.60	85
2.61 - 2.70	73
2.71 - 2.80	60
2.81 - 2.90	46
2.91 – 3.00	33
3.01 - 3.10	20
3.11 - 3.20	7
> 3.20 *	0

\* The maximum allowable Effective Overhead and Profit Rate is **3.20**.

The CMD Contract Compliance Officer will assign a rating bonus to the combined OPS score, if applicable. SFPUC will tabulate the OPS Scores, or CMD-adjusted Fee Schedule scores (if applicable).

### 6.3 Final Scoring

The SFPUC will tabulate written proposal, Social Impact Partnership submittal, oral interview, and OPS scores and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. SFPUC will identify the Proposer with the highest total score as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

# 7 Award of an Agreement

## 7.1 Agreement Preparation

The SFPUC General Manager will make a recommendation to the SFPUC Commissioners, subject to approval by the San Francisco Board of Supervisors pursuant to City Charter Section 9.118, to award an Agreement to the highest-ranked Proposer. In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no contract in excess of the Minimum Competitive Amount is awarded by the City until such time as the General Manager recommends the contract for award and the Commission then adopts a resolution awarding the contract. Pursuant to Charter Section 3.105, all contract awards are subject to certification by the Controller as to the availability of funds.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of the Board of Supervisors' approval of the Commission's authorization to execute the Agreement may result in the General Manager's executing an Agreement with the next highest ranked Proposer. The SFPUC, at its sole discretion, may select another Proposer and may proceed against the original Proposer/Consultant for damages.

SFPUC will issue a Notice of Contract Award (NCA) after the selected Consultant obtains all necessary City approvals, submits required documents, executes the Agreement, and the Controller certifies the Agreement.

## 7.2 Standard Agreement Language

By submitting a proposal, Proposers acknowledge that they have read, understand, and agree, if selected, to enter into the City's Agreement as set forth in Appendix A, without changes to its terms and conditions. SFPUC will not negotiate the terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS. By submitting its proposal, Proposer agrees to the terms of the Agreement and agrees not to propose negotiation of any of its terms.

## 7.3 Agreement Administration

SFPUC may direct Consultant to perform contract services in phases. The SFPUC will determine the work to be conducted under each phase and authorize the start of each phase in accordance with the overall agreed upon project schedule.

The City strictly prohibits the Consultant from commencing performance of work under the Agreement until the SFPUC issues a written Notice to Proceed (NTP). The City shall not be liable for payment for any work performed by the Consultant prior to the City's issuance of an NTP.

In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no contract in excess of \$129,000 is awarded by the City until such time as the SFPUC General Manager recommends the contract award and the Commission then adopts a resolution awarding the contract.

# 8 Terms and Conditions

## 8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers are to promptly notify the SFPUC, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in Section 8.3 of this RFP. The City is not obligated to issue addenda in response to any request submitted after the Deadline for Proposers to Submit Questions, please refer to Section 1.2 of this RFP.

## 8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the [SFBid website](#). Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the [SFBid website](#). This RFP will only be governed by information provided through written addenda. Questions received after the Deadline for Proposers to Submit Questions are accepted but responses are not guaranteed.

If any new and/or substantive information is provided in response to questions raised at the pre-submittal conference, it will be memorialized in a written addendum to this RFP and posted on the [SFBid website](#).

For questions concerning CMD certification requirements for equal benefits, Proposers should refer to the CMD website at <http://www.sfgov.org/cmd>.

Direct all inquiries regarding business tax registration procedures to the Tax Collector's Office at (415) 554-4400.

## 8.3 Interpretation and Addenda/Change Notices

Any interpretation of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. Change Notices in the form of Addenda will be posted on the [SFBid website](#).

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the [SFBid website](#). Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the SFBid website before submitting its proposal to

determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

## **8.4 Objections to RFP Terms**

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all Appendices and all Addenda), including but not limited to Objections based on allegations that: (i) the RFP is unlawful in whole or in part; (ii) one or more of the requirements of the RFP is onerous, unfair or unclear; (iii) the structure of the RFP does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFP unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Proposer must provide timely written notice of Objection as set forth below.

a) An Objection must be in writing and must be received by the City no later than 5:00 p.m. on the 10th working date prior to the deadline for proposal submittal (as that deadline may be adjusted by Addenda). The prospective Proposer bears the risk of non-delivery within the required time period. Objections must be transmitted by a means that will objectively establish the date of receipt by the City. Objections or notices of Objections delivered orally (e.g., by telephone) will not be considered. SFPUC staff will acknowledge receipt of any Objection(s) via email.

b) Objections must be delivered to: [CAB@sfgwater.org](mailto:CAB@sfgwater.org) and to [mng@sfgwater.org](mailto:mng@sfgwater.org)

**RE: PUC.PRO.0232 New CDD Campus at 2000 Marin Design Services (Rebid of PUC.PRO.0198)**

c) The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

d) The City, at its discretion, may make a determination regarding an Objection without requesting further documents or information from the prospective Proposer who submitted the Objection. Accordingly, the initial Objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the Objection is submitted. If the prospective Proposer later raises new grounds or evidence that were not included in the initial Objection, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

e) Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may

consider information provided by sources other than prospective Proposer. At the completion of its investigation, the City will provide a written determination to the prospective Proposer who submitted the Objection. If required, the City may extend the proposal submittal deadline to allow sufficient time to review and investigate the Objection, and issue Addenda to incorporate any necessary changes to the RFP.

f) Objections not received within the time and manner specified will not be considered. A Proposer's failure to provide the City with a written Objection as specified above on or before the deadline specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeiture of the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

g) A Proposer may not rely on an Objection submitted by another Proposer, but must timely pursue its own Objection.

## **8.5 Reserved (Signature Requirements)**

## **8.6 Term of Proposal**

By submitting a proposal for consideration, the Proposer agrees that: (1) the proposed services and prices constitute an offer that is irrevocable for 120 calendar days from the proposal due date, and that the City may accept the offer at any time after submission through the end of the 120th calendar day following the deadline for submission of proposals; and (2) the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

## **8.7 Revision of Proposal**

Notwithstanding the forgoing, a Proposer may withdraw or 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 proposal. 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 the commencement of a revision process extend the proposal due date for any Proposer.

A Proposer may withdraw his/her Proposal prior to the proposal submission deadline by following the prompts on the SFBid website. Once withdrawn, a Proposer may submit a revised proposal through SFBid ahead of the proposal deadline.

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

## **8.8 Errors and Omissions in Proposal**

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

## **8.9 Financial Responsibility**

The SFPUC accepts no financial responsibility for any costs incurred by a Proposer in either responding to this RFP, participating in oral presentations, or negotiating an Agreement with the SFPUC. The proposals in response to the RFP will become the property of the SFPUC and may be used by the SFPUC in any way it deems appropriate.

## **8.10 Proposer's Obligations Under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the San Francisco Campaign and Governmental 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 for such contract until (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; and
- 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 Proposer approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. 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 Proposer to propose that the Proposer apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a RFP, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal: Any person who knowingly or willfully violates Section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil: Any person who intentionally or negligently violates Section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative: Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

## **8.11 Sunshine Ordinance**

In accordance with San Francisco Administrative Code Section 67.24(e), Proposers' bids, responses to RFP's 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 entity'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.

## **8.12 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 San Francisco 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.

### **8.13 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 an RFP;
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.

### **8.14 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.

# 9 Contract Monitoring Division (CMD) Requirements

## 9.1 Chapter 14B Local Business Enterprise Subconsulting Participation Requirements and Good Faith Outreach Requirements

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

### 9.1.1 LBE Subconsulting Participation Requirements

The LBE subconsulting participation requirement for this Project is:

13%

The LBE subcontractor participation requirement for this Contract is 13.00%. Given the size and complexity of the project, structural and mechanical engineering for the project will require specialized expertise. Additional technical consultants requiring specialized expertise include industrial engineering, communications, elevator and parking.

Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are hereby advised that the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subconsulting work on this Project is as follows:

MBE: 3.7%

WBE: 4.2%

OBE: 5.1%

This LBE subconsulting participation requirement is calculated as a percentage of the total value of the goods and/or services to be provided. The LBE subconsulting participation requirement can only be met with CMD-certified Small or Micro-LBEs.

Proposers are further advised that they may not discriminate in the selection of Subconsultants on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE Subconsultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE Subconsultants solicited and selected to be used in performing the contract. For each LBE identified as a subconsultant, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as Subconsultants must be certified with the San Francisco Contract Monitoring Division at the time the proposal is submitted, and must be contacted by the Proposer (Prime Consultant) prior to listing them as Subconsultants in the proposal. Any proposal that does not meet the requirements of this paragraph may be non-responsive.

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8 (D) and (E) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. However, pursuant to 14B.8 (B), if a Proposer submits a proposal that demonstrates LBE participation that exceeds by 35% of the established LBE subconsulting participation requirement for the Project, the Proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts as required in Sections 14B.8 (D) and (E).

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2, and this RFP, will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subconsultant participation specified in the contract shall be deemed a material breach of contract. Subconsulting participation requirements can only be met with CMD-certified Micro and Small LBEs located in San Francisco, unless the RFP allows for SBA-LBE Subconsultants to count towards the LBE participation requirement. Proposers should note that the LBE subconsulting percentage listed on its CMD Form 2A (the CMD Contract Participation Form) will be incorporated into the final Standard Agreement.

Proposers should note that the Social Impact Partnership is separate from and in addition to any other regulatory or other legal requirement related to this project. As a result, the work performed relating to the SIP Commitment submitted by the Proposer cannot be utilized to meet LBE requirements for this project.

### **9.1.2 LBE Prime/JV Participation**

#### **Micro LBE, Small-LBE, SBA-LBE, Joint Venture Rating Bonus**

Pursuant to Chapter 14B, the rating bonus does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

### **9.1.3 LBE Forms**

All response packages submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2:

- Form 2A – CMD Contract Participation
- Form 2B – CMD “Good Faith Outreach” Requirements Form
- Form 3 – CMD Non-Discrimination Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form.

Failure to complete, sign, and submit each of the required CMD/LBE forms may result in the response package being deemed non-responsive and rejected. Direct all inquiries concerning the CMD LBE program to Linda Rainaldi, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-3106 or [Linda.Rainaldi@sfgov.org](mailto:Linda.Rainaldi@sfgov.org).

The City strongly encourages proposals from qualified LBEs. Certification applications may be obtained by calling CMD at (415) 581-2310 or by visiting the CMD website at <http://www.sfgov.org/cmd>.

## **9.2 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 Contract Monitoring Division (CMD) has developed rules of procedure and various resource materials explaining the equal benefits program. These materials are available by calling the CMD Equal Benefits Section at (415) 581-2310 or by visiting the CMD website at <http://www.sfgov.org/cmd>.

If you have any questions concerning the CMD 12B/12C Forms, you may call the CMD Equal Benefits Unit at (415) 581-2310.

# 10 Additional City Requirements

## 10.1 Insurance Requirements

Without in any way limiting Consultant's liability pursuant to the "Indemnification" section of the Agreement (see Appendix A), Consultant(s) will be required to maintain in force, during the full term of any Agreement, insurance in the following amounts and coverage:

1. **Worker's Compensation Insurance** with Employer's Liability limits not less than:  
\$1,000,000.  
In statutory amounts, per each accident, injury, or illness.
2. **Commercial General Liability Insurance** with limits not less than:  
\$3,000,000.  
Per each occurrence, and  
\$6,000,000.  
General aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
3. **Commercial Automobile Liability Insurance** with limits not less than:  
\$1,000,000.  
Per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
4. **Professional Liability Insurance**, applicable to Consultant's profession, with limits not less than:  
\$12,000,000.  
Per each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Agreement.

Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1. Name as Additional Insured the City and County of San Francisco, the SFPUC, and their respective officers, agents and employees; and
2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Regarding Workers' Compensation, Consultant hereby agrees to waive subrogation, which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and Subconsultants.

All policies shall provide thirty (30) days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of the Agreement and, without lapse, for a period of three years beyond the expiration of the Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

Should any required insurance lapse during the term of the Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by the Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate the Agreement effective on the date of such lapse of insurance.

Before commencing any operations under the Agreement, Consultant shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of the Agreement.

Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder. If a subconsultant will be used to complete any portion of the agreement, the Consultant shall ensure that the subconsultant shall provide all necessary insurance and shall name the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Consultant listed as additional insureds.

## **10.2 Standard Agreement**

The Consultant will be required to enter into the Agreement, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix A. Submission of a proposal shall indicate Proposer's Agreement to all terms of the Agreement.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as specified in RFP Sections 10.3, 10.4, 10.5, 10.6, and 10.9, and Section 12, respectively, as well as Article 11 in the attached Agreement.

## **10.3 Nondiscrimination in Contracts and Benefits**

As outlined above, the Consultant will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <https://www.sfgov.org/cmd>.

## **10.4 Minimum Compensation Ordinance for Employees (MCO)**

The Consultant 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.

Additional information regarding the MCO, including the amount of hourly gross compensation currently required under the MCO, is available on the City website at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that the hourly gross compensation 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. See Article 11 in the Agreement for requirements.

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

The Consultant 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 Administrative Code Chapter 12Q. Contractors should consult the Administrative Code to determine their compliance

obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

## 10.6 First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415)701-4848.

## 10.7 City Vendor and Subconsultant Registration

Consultants must become an “Approved Supplier” in order to enter into an Agreement with the SFPUC/City. Approved Suppliers are entities that have met all the compliance requirements necessary to conduct business with the City, such as business tax registration and Chapter 12B compliance.

Vendors that are not currently doing business with the City must register within the City’s financial and procurement system to become an Approved Supplier. *Please note: The City also requires all Subconsultants working under a Selected Proposer to register with the City’s financial and procurement system. However, Subconsultants are not required to be compliant with the City’s vendor requirements.*

Please go to the City’s vendor portal, [SF City Partners](https://sfcitypartner.sfgov.org/Vendor)(<https://sfcitypartner.sfgov.org/Vendor>) to register.

Consultants must become Approved Suppliers, and Subconsultants must be registered, **within two weeks** of the posting of the highest-ranked Proposer, in order for award of Agreement to [occur / remain in effect].

## 10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the Consultant unless business tax registration fees are paid in full by the time the Agreement is awarded. Consultant may contact the Tax Collector's office at 415-554-4470 to confirm that business tax registrations fees have been paid in full. Each Consultant must

provide a taxpayer ID. Vendor may register their business for tax purposes by filling out the Business Registration online application: <https://newbusiness.sfgov.org/vendor/>.

## **10.9 Conflicts of Interest**

The Consultant will be required to agree to comply fully with and be bound by the applicable provisions of state and local law related to conflicts of interest as discussed in greater detail under Section 12 of this RFP.

### **10.10 Administrative Code Chapter 14B Reporting Requirements**

Contractor must submit all required payment information using the SFPUC's online system as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments. Contractor shall pay its LBE subcontractors within three (3) working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. Failure to submit all required payment information in the SFPUC's online system with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following the City's payment of an invoice, Contractor has ten (10) calendar days to acknowledge all subcontractors have been paid in the online Financial and Procurement System.

### **10.11 Administrative Code Chapter 12X Requirements**

Subject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator. Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies. Each Proposer must certify compliance with this requirement as directed (see Appendix I).

# 11 Protest Procedures

## 11.1 Protest of Non-Responsiveness Determination

After receipt of proposals, the SFPUC, with the assistance of CMD, will conduct an Initial Screening of submitted proposals as set forth in Section 6.1 of this RFP. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or is otherwise unacceptable (i.e., fails to meet Minimum Qualifications Requirements set forth in the RFP), then the City will issue a Preliminary Notice of Proposal Rejection to the applicable Proposer(s).

If a Proposer believes that the City has improperly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five (5) working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC prior to 5:00 p.m. on or before the fifth (5th) working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection. 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 Proposer must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of Protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the Protest. At the completion of its investigation, the City will provide a written determination to the Proposer who submitted the protest.

The City will not consider any protests not received within the time and manner specified if a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the

manner specified above, then the City's determination set forth in the Preliminary Notice will become final. A Proposer's failure to protest as specified above on or before the deadline specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and a forfeiture of the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

## **11.2 Protest of Agreement Award**

As soon as the SFPUC finalizes Proposer rankings, the SFPUC will post the results on the [SFBid Website](#).

Within five (5) working days of the SFPUC's posting of the highest ranked Proposer on the [SFBid Website](#), any Proposer that has submitted a responsive proposal and believes that the City has unfairly selected another Proposer for award may submit a written notice of protest.

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 Proposer must specify facts and evidence sufficient for the City to determine the validity of the protest. All protests must be received by the SFPUC before 5:00 p.m. on or before the fifth (5<sup>th</sup>) working day following the SFPUC's posting of the highest ranked Proposer; the City will not consider untimely protests.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of Protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the Protest. At the completion of its investigation, the City will provide a written determination to the Proposer who submitted the protest.

The City will not consider any protests not received within the time and manner specified.

If a Proposer does not protest the SFPUC's posting of the highest ranked Proposer on the SFBid website within the time and in the manner specified, above, then the City's selection will become final and SFPUC staff may proceed to recommend the highest ranked Proposer for award by the Commission. A Proposer's failure to protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

### **11.3 Delivery of Protests**

If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. SFPUC staff will acknowledge receipt of any Protests via email.

Protests must be delivered to: [CAB@sfgwater.org](mailto:CAB@sfgwater.org) and to [mng@sfgwater.org](mailto:mng@sfgwater.org)

RE: **PUC.PRO.0232** New CDD Campus at 2000 Marin Design Services (Rebid of PUC.PRO.0198)

# 12 Conflict of Interest

The Consultant 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 Consultant 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 Consultant 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 Consultant that the City has selected the Proposer.

## 12.1 Obligations

It is the obligation of the Proposer as well as their Subconsultants to determine whether or not participation in that contract constitutes a conflict of interest. While city staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, sub-consultants or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SFPUC. The database of our records concerning work performed by various sub-consultants is available for reference to consultants making their own determination of potential conflicts. Proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

## 12.2 Work

There are many phases of work pertaining to city contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, Proposers should treat the general guidelines set forth below only as a starting

point. The guidelines do not constitute legal advice. A Proposer should consult with its legal counsel to determine whether a potential conflict exists.

1. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in “making the contract” for the work. For these purposes “participating in making” has the same meaning as under Government Code Section 1090 and the term “entity” includes any parent, subsidiary or other related business.
2. **General Program Management Services.** Because these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design, construction management , and/or construction phase of any project.
3. **Preplanning.** Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
  - a) **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule, and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.
  - b) **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
6. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.
7. **Construction Management.** This work consists of review, assessment, and recommendation for actions based on interpretation of contract documents. No firm participating in one contract with SFPUC can review any of its own work performed under another contract. Conflicts would likely arise if any firm participates in either preparation of final engineering design or in preparing any documents enumerated in a contract for construction or in preparing any documents the SFPUC requires a Proposer to rely on in the

preparation of its bid. Participation in this phase also would likely be in conflict with participation in the construction phase.

8. **Construction.** It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state, or local laws.
9. **Alternative Delivery.** To the extent that an alternative delivery method is used (e.g., design-build or construction manager/general contractor), the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
11. **Administrative Services.** Any subconsultant or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

### **12.3 Other General Restrictions Applicable to this RFP**

A firm cannot be a Prime Consultant or JV Partner on more than one (1) proposing team. In addition, if a designated Prime Consultant or JV Partner (Lead or Non-lead) intends to be listed as a subconsultant on another competing proposal, the Prime Consultant or JV Partner must fully disclose such intent to the affected parties 30 days prior to the due date for Proposal submittal. Failure to comply with these restrictions may result in the rejection of one or more affected Proposals. A Prime Consultant or JV Partner cannot participate in more than one interview.

### **12.4 Consultation with Counsel**

The SFPUC strongly advises any proposing/bidding firm to consult with their legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing/bidding firm to make that determination. The SFPUC will not advise consultants on conflict of interest matters.

# 13 Acronyms and Abbreviations

- AACE.....Association for the Advancement of Cost Engineering
- AGM .....Assistant General Manager
- BEM.....Bureau of Environmental Management
- BIM.....Building Information Modeling
- CAB.....Contract Administration Bureau
- CDD..... City Distribution Division
- CEQA .....California Environmental Quality Act
- CM/GC.....Construction Manager/General Contractor
- CM.....Construction Management
- CMB.....Construction Management Bureau
- CMD.....Contract Monitoring Division
- CMIS .....Construction Management Information System
- CPI .....Consumer Price Index
- CPM.....Critical Path Method
- CSPE.....Proposer Services Performance Evaluation
- EIR .....Environmental Impact Report
- EMB.....Engineering Management Bureau
- EOPR.....Effective Overhead and Profit Rate
- FSHP .....First Source Hiring Program
- HCAO.....Health Care Accountability Ordinance
- HCIP.....Hetchy Capital Improvement Program
- ICS .....Influent Control Structure
- ICC .....International Code Council
- IRS .....Internal Revenue Service
- JV .....Joint Venture
- LBE.....Local Business Enterprise

MCO .....Minimum Compensation Ordinance  
NTP .....Notice to Proceed  
O&M.....Operations & Maintenance  
ODC .....Other Direct Cost  
OPS.....Overhead and Profit Schedule  
PLA .....Project Labor Agreement  
PMB.....Program Management Bureau  
PMP.....Project Management Professional  
RFI .....Request for Information  
RFP .....Request for Proposals  
SFPUC.....San Francisco Public Utilities Commission  
SOP .....Standard Operating Procedure  
VFD.....Variable Frequency Drive  
WBS.....Work Breakdown Structure  
WE .....Water Enterprise

# 14 List of Appendices

- A. Professional Services Agreement (P-606)
- B. Overhead and Profit Schedule (OPS) Template (Excel file)
- C. Contract Monitoring Division (CMD) LBE Forms
  - a. Form 2A – CMD Contract Participation Form
  - b. Form 2B – CMD “Good Faith Outreach” Requirements Form
  - c. Form 3 – CMD Compliance Affidavit
  - d. Form 4 – CMD Joint Venture Form (if applicable)
  - e. Form 5 – CMD Employment Form
- D. Proposer Commitment Matrix
- E. 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits Form (CMD-12B-101)
- F. Minimum Compensation Ordinance (MCO) Declaration
- G. Health Care Accountability Ordinance (HCAO) Declaration
- H. First Source Hiring Program Agreement
- I. Chapter 12X Certification
- J. Release of Liability Form
- K. Consultant Services Performance Evaluation Procedure
- L. Background Documents
- M. Social Impact Partnership Supporting Documents