

Gene Friend Recreation Center Project

Wholesale replacement of recreation center and facility to better accommodate existing critical programming needs and to meet the demands of a rapidly growing neighborhood



Request for Proposals:

Architectural and Engineering Design Services

CONFORM: UPDATED August 16, 2021 (via Addendum #2)



Table of Contents

I. Introduction to the RFP

1. Announcement
2. Project Introduction & Description
3. Scope of Work
4. Preliminary RFP Schedule
5. Preliminary Project Schedule
6. Potential Scope of Services
7. Minimum Qualifications

II. Proposal Requirements

1. Submittal Contents
2. Submittal Requirements

III. Selection Process

1. Introduction to the selection process
2. Submittal Evaluation Form
3. Not Used
4. Not Used
5. Not Used
6. Contract Awardp
7. Terms & Conditions for Receipt of Proposals
8. Contract Requirements
9. Objections to RFP & Protest Procedures

Appendices

- A. Submittal Checklist
- B. Billing Rates Schedule
- C. Contract Forms (separate document)
- D. CMD Attachment 2 (separate document)
- E. Sample Contract (separate document)
- F. First Source Hiring Program (separate document)

Attachments

Project-Specific Reference Materials (separate documents, available for download):*

1. Feasibility Study (evaluated existing conditions and 4 potential levels of intervention; preceded conceptual design development) (2015)
2. Directory of Firms Involved with Feasibility Study and / or Concept Design
3. Project Goals
4. Program Diagram
5. Conceptual Design Drawing Package (2018)
6. Conceptual Design Narrative Prepared for Cost Estimator (2018)
7. Concept Cost Estimate (2019)
8. Topographic & Boundary Survey (2015)
9. Title Report (2015)
10. Stage 1 Preliminary Geotechnical Study Part 1 (2015)
11. Stage 1 Preliminary Geotechnical Study Part 2 (2015)
12. Geotechnical Stage 2 Progress report and data package (2018)
13. Hazardous Materials Demolition Survey Final Report (2021)
14. CEQA Categorical Exemption (2018)
15. Recreation and Park Commission Conceptual Design Staff Report (2019)
16. Civic Design Review Phase 1 Presentation (2018)
17. Draft Diagram of Potential Public Art Locations (2018)
18. Preliminary Feasibility Study Conceptual Design Planning Cost Estimate (2015)
19. Lead Hazard Survey Summary Report (1999)
20. Playground Arsenic Sampling (2003)

*Other Project Specific Reference Materials, including Civic Design Concept Design (Phase 0) Presentation and Presentations and Meeting Boards from Community Meetings available for download from project page of Rec and Park Website (<https://sfrecpark.org/1143/Gene-Friend-Recreation-Center-Project>) (See “Documents & Materials” tab).

SECTION 1: INTRODUCTION TO THE RFP

1. ANNOUNCEMENT

The City and County of San Francisco (City) issues this Request for Proposals (RFP) for professional design services for the Gene Friend Rec Center Project.

The Recreation and Park Department (RPD) is seeking a professional design team to provide architectural, engineering, and associated consultant design services. The project will be managed and overseen by RPD and is funded by the 2020 Health and Recovery General Obligation Bond as well as development Impact fee funds allocated for park improvements.

Obtaining the RFP:

The RFP Package may be obtained by downloading the document(s) from the following websites:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

Pre-Proposal Meeting:

A Pre-Proposal Meeting will be held online via Zoom at **10:00 am, Wednesday, August 18, 2021**. Please register in advance of this meeting: <https://sfrpd.zoom.us/meeting/register/tZwvdOqrrTlqEt1Lf3rUv7aGyQgdC9rnq0uA>

RFP Questions:

Questions regarding the RFP must be submitted in writing, no later than **9:00 A.M. on Monday, August 23, 2021**, by email to the Project Manager, Melinda Sullivan, at Melinda.Sullivan@sfgov.org and the Contract Manager, Sean McFadden, at: sean.mcfadden@sfgov.org

Proposals Due:

Proposals are due on **Thursday, September 2, 2021 by 5:00 P.M.** Submit proposals with a PDF version of all items, by email to the Project Manager, Melinda Sullivan, at Melinda.Sullivan@sfgov.org and the Contract Manager, Sean McFadden, at Sean.McFadden@sfgov.org.

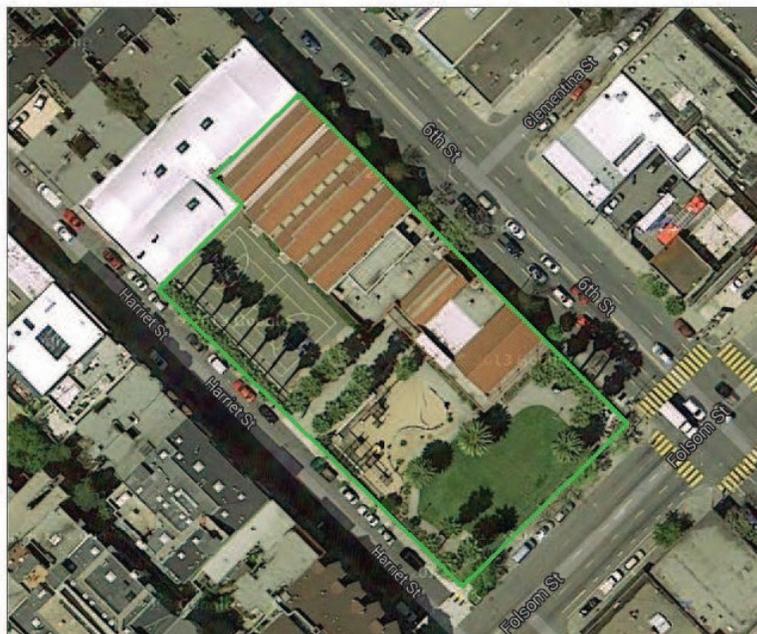
Late submissions will not be considered. Hard copy submissions will not be considered. Receipt of proposals will be sent via email. Candidates are required to comply with all San Francisco Contract Monitoring Division (CMD) requirements. Candidates shall submit, along with their responses, all information required by the CMD. CMD will participate in the Pre-Proposal Meeting to answer questions regarding CMD requirements.

2. PROJECT INTRODUCTION & DESCRIPTION

The San Francisco Recreation and Park Department (RPD) is undertaking a wholesale replacement and expansion of the Eugene L. Friend Recreation Center (Gene Friend Rec Center), to be funded by 2020 Health and Recovery General Obligation Bond funding as well as development Impact Fee funds allocated for park improvements.

Gene Friend Rec Center is located at 270 6th Street in the SOMA district of San Francisco. The one-acre site currently includes a single-story recreation center with a full indoor gymnasium, activity room, weight room and auditorium. The facility was completed in 1990. The grounds feature basketball and volleyball courts, lawn and planting areas and a wood and metal play structure over sand. The facility currently provides services to youth, adults, and seniors.

The project site is located in a very densely developed area of the South of Market (SOMA) neighborhood. The existing facility will be completely demolished as part of the scope of this project. Geotechnical and hazardous materials studies were completed as part of the planning phase of this project and are available for download with this proposal at the website listed in Section I.1 (Announcement). This project is located within a geographic area that necessitates compliance with the Maher Ordinance (Health Code Article 22A). There is a high water table and there are challenging soils conditions. The site will also require compliance with the City's Office of Resilience and Capital Planning sea level rise measures.



GENE FRIEND REC CENTER
Park Boundary

Beginning in 2014, the Recreation and Park Department (RPD) partnered with the Trust for Public Land (TPL) to develop a feasibility study and subsequent concept design for the improvement of the recreation center. The feasibility study and concept design process were funded by TPL through a gift from the Friend Family Foundation; WRNS Studio was the architecture firm selected through a TPL-led Request for Proposals (RFP) to lead the design process.

The feasibility study included a thorough analysis of potential improvements that could be made to the existing building and site and explored options to build a new recreation center and facility. To continue serving a range of community interests, it was determined that replacement of the existing recreation center would provide the greatest opportunity for expanded programming for the growing neighborhood. The recreation center currently fills critical recreation programming needs. The SOMA neighborhood is also currently undergoing significant population growth. Construction of a new recreation center will allow RPD to provide more public amenities, improve site access and security, and will provide greater seismic strength and environmental benefits.

[Program Diagram shown in original RFP deleted from document, as it is available as an Attachment]

2. SCOPE OF WORK

The Planning Phase has been completed and consisted of an existing condition and feasibility study and a conceptual design. The site data, program analysis, and project recommendations from this first phase are documented in various reference documents, listed as appendices, and available for download with this proposal at the website listed in Section I.1 (Announcement). The scope of work will begin with the schematic design phase, building upon the conceptual framework, and provide greater detail of key elements, as well as obtain necessary regulatory approvals. The project will then continue through design development, construction documentation, construction administration, and closeout.

This project will be delivered through the Construction Manager / General Contractor (CM/GC) contract delivery mechanism, as opposed to a design-bid-build process. Employment of this Integrated Project Delivery (IPD) method during design and construction-coordination and collaboration, should substantially streamline the overall construction duration, as well as reduce field and/or implementation errors and conflicts. IPD should also eliminate or reduce wasted, redundant or erroneous project process steps by performing certain steps in parallel and by phasing the design and construction work. The existing facility provides critically needed youth programming and it is anticipated that the new facility will continue doing so. For this reason, RPD would like to streamline the construction phase to the greatest extent possible.

Toward this end, RPD is developing a separate request for proposals (RFP) for Construction Managers / General Contractors (CM/GC) to provide Pre-Construction Services, Construction Management, General Contracting Services, and Value Engineering Services from Trade Subcontractors for the project. The intent is to engage the CM/GC firm once the selected design team completes schematic design.

The Concept Design, created by architecture firm WRNS Studio and subconsultants, was developed through a feasibility study completed in 2015 and through an extensive community outreach process, culminating in the completion of a concept design in October 2018. Program priorities expressed by the community and the Recreation & Park Department include indoor and outdoor basketball courts; multi-purpose rooms and flexible meeting spaces; space for dance, performances, and events; exercise rooms, game rooms, and playground/open space. The Department and community both expressed interest in maintaining the existing square footage of outdoor space while also increasing building floor area. See “Project Goals” appendix for more information.

Additional features of the concept design are that it seeks to create a welcoming entrance on 6th Street, increases site security, and provides efficient use of space in the building and landscape. The proposal maintains garden space on Harriet Street, and the building’s form activates the streetscape as it stands as a lightbox at the corner of 6th and Folsom Streets. The intent is to provide a space for the community that is visionary, welcoming, open, active, and safe. A terrace enables an increase in building floor area and maintains the site’s existing outdoor square footage.

Sustainability will be a key focus for the new facility. The Project will at minimum meet the City of San Francisco’s requirement of LEED Gold certification and, if budget allows, will pursue LEED Platinum. Passive systems, and simple, low maintenance solutions will be used throughout. Sustainable features being explored include passive cooling, solar water heating, rainwater catchment areas with graywater re-use, and Cross Laminated Timber (CLT). The current design includes a photovoltaic roof array for solar power.

An additional focus for this facility is safety and seismic performance. The project site is designated as an SFRPD Emergency Staging Site. The new building will include a structural system designed to meet a seismic safety factor of 25% over the minimum seismic code requirements of similar structures, which matches the recommendation for schools and day care facilities. In addition, the mechanical, electrical, and plumbing systems will be designed to connect to portable water, power and other essential services during emergency staging periods.

A substantial amount of value engineering will likely be required to meet the total project budget (including construction as well as soft costs already expended and future) of just over \$59 million. Primary electrical service is being required by PG&E. This will likely replace part or all of the standalone storage facility shown in the Concept Design.

The Concept Design is robust, visionary, well supported by the community, and incorporates several rounds of feedback from Rec and Park staff and core stakeholders, particularly programming-determined building layout, circulation, and square footages. The structural and geotechnical engineers were also fairly involved

with the concept design development due to site conditions and the desire to address them as early on as possible to limit unforeseen costs later in design or in construction. Other engineering design was not as fleshed out in the Concept Design package.

RPD seeks a design team that is prepared and excited to take the time and effort to review the large body of work that has been done over the past several years on the project and to build from this effort. The design team should have relevant and outstanding technical qualifications. The team should be innovative, communicative, collaborative, and nimble to see this project through to fruition.

4. PRELIMINARY RFP SCHEDULE

Pre-Proposal Conference: A Pre-Proposal Conference will be held via online video conference on **Wednesday, August 18, 2021, at 10:00 am** (<https://sfrpd.zoom.us/meeting/register/tZwvdOqrrTlqEt1Lf3rUv7aGyQgdC9rng0uA>)

At the pre-proposal conference, City staff will review the provisions of this request for proposals, and the requirements of the Local Business Enterprise (LBE) participation.

Questions from interested proposers will be addressed at this conference and any new applicable information will be provided at that time. Questions raised at the pre-proposal conference may be answered orally. If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will be memorialized in a written addendum to this RFP and **posted on the project listing on SF City Partner website.**

A preliminary schedule of events for the submittal and evaluation of Proposals is as follows. Attendees to the pre-proposal conference will be notified of any changes, however, all interested parties should check the SFCityPartner project listing prior to submittal.

RFP advertised and published	Thursday	July 22, 2021
Pre-Proposal Conference, 10:00 am	Wednesday	August 18, 2021
Deadline for written questions, 9:00 am local time	Monday	August 23, 2021
Issue responses to questions	Thursday	August 26, 2021
Submit proposals no later than 5:00 pm local time	Thursday	September 2, 2021
Notify candidates selected for interviews	Thursday	September 23, 2021
Interviews	Monday – Thursday (TBD)	October 11-14, 2021
Notify successful candidates	Thursday	October 21, 2021
Complete agreement negotiations	Thursday	November 18, 2021
RPD Commission Award		December 2021
Agreement certification/ Notice of Award		Late December 2021

5 PRELIMINARY PROJECT SCHEDULE*

*All dates are subject to change.

PROJECT MILESTONES / PHASES	TARGET DATES
RPD Commission Award of Contract Notice to Proceed	December 2021 December 2021 / January 2022
Kick Off Meeting	January 2022
Schematic Design Phase (3-4 months)	January 2022– April 2022
Design Development/ 30% Phase (4 months)	April 2022 – August 2022
Construction Documents (8 months)	August 2022 – March 2023
Permitting & Bid /Award to Contractor	Concurrent with above
Construction	April 2023 – Dec 2024
Closeout	Dec 2024 – Mar 2025

* Project Milestones / Phases through Construction Documents (CD) include 2–4-week review period (CD phase includes 2 such review periods, following 60% CD submittal and 90% CD submittal)

6 POTENTIAL SCOPE OF SERVICES

The Potential Scope of Services includes all required design disciplines and associated consultant services necessary to deliver a completed project as outlined in this Request for Proposals

The prime consultant shall provide professional design services in a coordinated and integrated fashion, with the involvement of core disciplines necessary to execute a given scope. The prime consultant, in addition to providing the required technical expertise, shall also provide all required management and coordination of the disciplines to reliably execute the work within an assigned schedule and budget. Demonstrated capacity to effectively manage projects is essential, as well as the ability to expedite projects through the approval agencies.

Landscape architecture services will be provided by a Public Works landscape architect and supporting team member(s). While the Landscape Architect will be contracted separately through RPD, he or she will work as a subconsultant to the prime consultant selected through this RFP.

Public Works and associated consultants will also provide hazardous material and Maher Program-related services, contracted separately through RPD.

The RPD Project Manager will be the point person for communications to community stakeholders and members of the public. Media inquiries will be coordinated between RPD and the Design Team.

Core Disciplines: Each proposal must include the Core Disciplines listed below. If team member or firm is to provide scope for more than one of the following disciplines, please ensure that Proposal clearly communicates that. Proposals that do not include all Core Disciplines will be considered non-responsive and will be rejected:

1. Architecture
2. Civil Engineering
3. Structural Engineering
4. Geotechnical Engineering
5. Mechanical / Plumbing Engineering
6. Electrical Engineering
7. Lighting Design
8. LEED Consultant
9. Low Voltage, Telecommunications, & Security Engineering
10. Water Resources Engineering (Irrigation Consultant)
11. Acoustical Engineering / Noise Analysis
12. Roofing / Waterproofing / Exterior Envelope
13. Building Commissioning Agent
14. Specifications Writing
15. Cost Estimating

Throughout the project, the Design Team will be responsible for meeting regulatory requirements and policy directives from, but not limited to, the following agencies and codes:

1. DBI (Department of Building Inspection)
2. Planning Department
3. Disability Access Coordinator
4. SFPUC: Stormwater Ordinance
5. SFPUC and PG&E for New Electrical Service and Decommissioning of Existing Infrastructure
6. Environment Code Chapter 7 green building requirements
7. US Green Building Council's LEED Gold or Platinum Certification
8. Sea Level Rise (SLR) Checklist
9. SFMTA: Consult with any transit, parking, or street design changes that may have traffic or service conflicts
10. Public Works: consult and coordinate on nearby street/public realm changes
11. Arts Commission, for both Civic Design Review and Art Enrichment
12. Public Works SAR (Site Assessment and Remediation) and Department of Public Health Maher Program Compliance
13. Recreation and Park Department Information Technology Group and Citywide Department of Technology for requirements related to Building Management System (BMS), communications, building access / card readers, and security cameras

The Design Team should assume bi-weekly coordination meetings between the Prime Consultant and RPD Project Manager for Schematic Design, Design Development, Construction Documents, and Permitting / Bid Award phases, and weekly on-site coordination meetings for Construction Administration phase, with subconsultants participating as needed.

Detailed below are work tasks assumed necessary for the completion of this project:

Community Facilitation, Programming and Conceptual Design – COMPLETED, including Recreation and Park Commission approval of conceptual design and Arts Commission Civic Design Review approval for Phase 0 and Phase 1; see Project Introduction & Description section (above) and appendices

Phase 1: Schematic Design (SD)

1. Participate in Project Kickoff Meeting with RPD Project Manager and RPD Staff Project Team to review and discuss project background, reference materials, pre-design investigations, conceptual design materials delivered to date, project goals and assumptions, and budget.
2. Conduct and support any additional pre-design investigations needed, including the documentation of existing conditions, for example record drawings for adjacent building(s), utility investigations, or analysis of Stage 2 geotechnical site investigation data package in the form of a final Stage 2 report
3. Prepare Basis of Design document. Basis of Design Document to include building and/or other systems descriptions, code analysis, and preliminary Title 24 energy performance data.

4. Develop schematic design level drawings and outline specifications based on the approved conceptual design, budget, Recreation and Parks project standards and design guidelines, and regulatory requirements and policy directives listed above.
5. Make recommendations to RPD staff and operations for selection and approval of equipment and relevant systems.
6. Prepare design update presentation materials and participate in meetings with and present design to key stakeholders: RPD Structural Maintenance Yard, RPD Staff Project Team, core community stakeholders, representatives from agencies listed (assume 5 meetings)
7. Support RPD PM in working with SF Arts Commission staff to begin to plan public art and work to integrate public art plans with schematic design (assume 1 meeting).
8. Provide cost estimate at Schematic Design submittal. Participate in meetings (assume 2) with RPD, 3rd party cost estimator and CM/GC team to reconcile cost estimate and design with target project budget

Schematic Design Deliverables:

1. 100% SD drawing set, coordinated across all design team disciplines, including: site, floor, roof, RCP plans; demolition plans; schedules; sections; exterior and interior elevations; code analysis
2. Illustrative plans, sections, elevations, and perspective renderings
3. Outline specifications
4. Basis of Design document, including narrative description of systems and product information
5. SD cost estimate
6. Revised Schedule, in coordination with Owner
7. Meeting Minutes
8. Key stakeholder meeting presentation material: assume one illustrative progress set, in addition to SD submittal

Phase 2: Design Development (DD)

1. Incorporate comments received on the SD submittal from department staff, Disability Access Coordinator and other key stakeholders, including RPD Structural Yard review comments.
2. Complete Commissioning Agent review of the owner's project requirements, basis of design and Schematic Design submittal and back-check the review comments as part of the DD submittal.
3. Develop design development level drawings and outline specifications based on the approved schematic design, budget, Recreation and Parks project standards and design guidelines, and regulatory requirements and policy directives listed above.
4. Prepare materials and present the project to the Arts Commission and secure Phase 2 Civic Design approval.
5. Coordinate as required with artist selected for Arts Commission's Art Enrichment Program and Incorporate public art plans with design documents
6. Prepare design update presentation materials and participate in meetings with and present design to key stakeholders: RPD Staff Project Team, core community stakeholders, representatives from agencies listed (assume 5 meetings, in addition to bi-weekly coordination calls with PM)
7. Support RPD PM in working with SF Arts Commission staff to plan public art and work to integrate public art plans with design development (assume 2 meetings).

8. Present design and participate in drawing review with RPD Structural Maintenance Yard.
9. Provide design development level cost estimate. Participate in value engineering / constructability meetings (assume 2) with RPD, 3rd party cost estimator and CM/GC team to reconcile cost estimate and design with target project budget

Design Development Deliverables:

1. Presentation materials for Arts Commission Phase 2 Civic Design review, including materials board and samples
(https://www.sfartscommission.org/sites/default/files/1%20CDR%20Guidelines_April%202021.pdf)
2. 100% DD drawing set, coordinated across all design team disciplines, including: site, floor, roof, RCP plans; demolition plans; security and low-voltage plans, schedules; sections; exterior and interior elevations; details; code analysis
3. DD specifications and cut sheet packet showcasing major elements
4. DD cost estimate
5. Revised Schedule, in coordination with Owner
6. Meeting Minutes
7. Materials Board and Materials Samples

Phase 3: Construction Documentation (CD)

1. Incorporate comments received on the design development submittal from department staff, Disability Access Coordinator and other key stakeholders, including RPD Structural Yard review comments.
2. Develop 60% and 90% CD drawings and specifications based on the approved schematic design, budget, Recreation and Parks project standards and design guidelines, and regulatory requirements and policy directives listed above.
3. Present design and participate in 60% and 90% reviews with RPD Structural Maintenance Yard.
4. Prepare design update presentation materials and participate in meetings with and present design to key stakeholders: RPD Staff Project Team, core community stakeholders, representatives from agencies listed (assume 12 meetings, in addition to bi-weekly coordination calls with PM)
5. Incorporate comments received from department staff, ADA Coordinator, peer reviewers, and other project stakeholders, including 60% and 90% RPD Structural Yard review comments.
10. Complete Commissioning Agent review of the owner's project requirements, basis of design and 60% CD submittal and back-check the review comments as part of the 90% CD submittal.
6. Provide 60% and 90% CD cost estimates. Participate in value engineering / constructability meetings (assume 4) with RPD, 3rd party cost estimator and CM/GC team to reconcile cost estimate and design with target project budget
7. Prepare materials and present the project to the Arts Commission and secure Phase 3 Civic Design approval.
8. Develop a 100% bid set of contract drawings and specifications for the project, including alternates, based upon approved design and budget.
9. Provide a 100% bid set cost estimate

60% Construction Documents Submittal Deliverables:

1. 60% CD drawing set, coordinated across all design team disciplines, including: site, floor, roof, RCP plans; demolition plans; security and low-voltage plans; schedules; sections; exterior and interior elevations; details; code analysis
2. 60% CD specifications and cut sheet packet showcasing major elements
3. 60% CD cost estimate
4. Presentation materials for Arts Commission Phase III Civic Design meeting
5. Revised Schedule, in coordination with Owner
6. Meeting Minutes

90% Construction Documents Submittal Deliverables:

1. 90% CD drawing set, coordinated across all design team disciplines, including: site, floor, roof, RCP plans; demolition plans; security and low-voltage plans; schedules; sections; exterior and interior elevations; details; code analysis
7. 90% CD specifications and cut sheet packet showcasing major elements
2. 90% CD cost estimate
3. Revised Schedule, in coordination with Owner
4. Meeting Minutes

100% Construction Documents / Bid Set Submittal Deliverables:

1. Signed and permitted 100% CD drawings and specifications
2. Consultant will provide a signed letter indicating the project has been coordinated and ready for bid

Phase 4: Permitting and Bid/Award Phase

1. Secure permitting and regulatory approval of contract documents, including DBI, CPC, SFPUC, BSM. Note that the permitting strategy will be driven in coordination with the CM/GC, Project Team, and Owner. Assume pre-application meeting with DBI and multiple permit packages for this project
2. Package drawings for bidding of core sub trade packages
3. Attend the pre-bid conference
4. Respond to bidder questions and RFIs
5. Prepare addenda to bid documents and secure regulatory approval of addenda when required
6. Evaluate substitution requests
7. Assist RPD in evaluation and recommendation of construction contract
8. Assist RPD in preparation of materials for presentation to Recreation and Park Commission for approval of contract for construction
9. Provide final Conform Set / For Construction set of contract documents.
10. Provide AutoCAD files of the conform set

Phase 5: Construction Administration (CA)

1. Perform all required Construction Administration duties during the construction phase.

2. Respond to design issues in the field, including answering Requests for Information and preparing sketches in a timely manner
3. Make all revisions and changes to contract documents to correct errors and omissions as required
4. Prepare Supplemental Instructions when appropriate
5. Review submittals, shop drawings, test reports, and substitution requests
6. Include and coordinate with Commissioning Agent review of all contractor submittals applicable to systems being commissioned for compliance with the owner's project requirements and basis of design. This review must be concurrent with the review of the architect or engineer of record and submitted to the design team and the owner.
7. Comment on and review potential change orders
8. Attend job-site construction meetings weekly
9. Observe construction and prepare field observation reports
10. Comment on schedule of values and contractor payment applications based on construction progress
11. Prepare punch lists
12. Participate in maintenance period site visits when required
13. The Design Team should anticipate using the Procore software program, to connect with other team members, communicate and manage construction coordination. This software tool provides the team members with immediate access to continuously updated project information and documents during the construction phase of the project

Phase 6: Closeout Phase:

1. Assist in Project Turnover, including reviewing close-out documents and warranties
2. Evaluate as-built documents from the contractor with the conformance set of construction documents
3. Review punch list items for completion
4. Assist in trainings of RPD staff, as required
5. Commissioning Agent to develop a systems manual that gives future operating staff the information needed to understand and optimally operate the commissioned systems, in coordination with Architect and design team

Assumptions & Requirements:

1. The City will provide project management through an assigned Project Manager as designated by RPD. This Project Manager will be the City's representative for purposes of the Project
2. Drawings shall be prepared using the latest version of AutoCAD. Coordination across disciplines should employ Bluebeam or similar software. The Design Team should anticipate using the Procore software program, to connect the design team, Construction Manager, Project Manager, and Contractor together to communicate and manage construction coordination.
3. All plans, specifications and other documents prepared by the Consultant on behalf of the City shall become the sole property of the City of San Francisco and shall be provided in hard copy and/or electronic version upon request
4. Each milestone (SD Technical & Illustrative, 30%, 60%, 90%, 100%) is to be submitted to RPD both digitally and including 1 full size hard copy

7 MINIMUM QUALIFICATIONS

The minimum qualifications set forth below are required for a Proposer to be eligible to submit a proposal in response to the RFQ. Proposals must clearly demonstrate compliance with the specified minimum qualifications. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

Subconsultants may participate on multiple teams. Subconsultants on multiple teams should disclose in writing to prime proposers that they have a non-exclusive arrangement.

7.1 Prime Consultant or Joint Venture (JV) Partners Qualifications

- A. The Prime Proposer(s) must demonstrate relevant expertise and experience to successfully perform the scope of work as described in this RFP. At a minimum, the Prime Consultant, or the Lead JV Partner, or its Key Staff must possess the following qualifications:
 - 1. A minimum of 15 years of business experience in performing Architectural Design services. The minimum years of experience need not be with the same firm
 - 2. Minimum three (3) projects providing Architectural Design Services for government agencies in the last 10 years. In case of JV, experience must be as a lead JV partner or its Key Staff. Projects used to fulfill the Prime Consultant's Minimum Qualifications may be repeated in the Key Personnel and Technical Qualifications sections if relevant
 - 3. Experience, as Key or Lead Personnel, with **Integrated Project Delivery (IDP: CM/GC, CMAR, and /or Design Build)**, including with collaborative value engineering and constructability reviews, updating the design prior to construction to reflect these reviews, and compiling multiple permit packages
 - 4. Clearly demonstrated experience in a lead role (as a Prime, Principal or Lead Role)
- B. Key Staff shall mean, an owner, partner or principal responsible for making significant administrative and business decisions on behalf of the firm.
- C. If proposer team is a proposing as a Joint Venture, the Non-Leading JV Partner shall possess experience that is extensive enough to assume full responsibility for the work outlined in this RFQ should the Lead JV Partner separate from the contract. The Non-Leading JV Partner must demonstrate substantial financial capability, reliability, strength, and corporate depth as well as significant knowledge, capability, and breadth of experience in providing Architectural Design Services to successfully perform its role and responsibilities. At a minimum, the Non-Leading JV Partner must possess the following qualifications:

1. A minimum of 10 years of business experience in performing Architectural Design services. The minimum years of experience need not be with the same firm
2. Minimum one (1) projects providing Architectural Design Services for a government agency in the last 10 years. In case of JV, experience must be as a lead JV partner or its Key Staff. Projects used to fulfill the Non-Leading JV Partner Minimum Qualifications may be repeated in the Key Personnel and Technical Qualifications sections if relevant
3. Experience, as Key or Lead Personnel, with **Integrated Project Delivery (IDP: CM/GC, CMAR, and /or Design Build)**, including with collaborative value engineering and constructability reviews, updating the design prior to construction to reflect these reviews, and compiling multiple permit packages
4. Clearly demonstrated experience in a lead role (as a Prime, Principal or Lead Role)

7.2 Prime Consultant Key or Lead Personnel Qualifications

A. Key or Lead Personnel, such as, Project Manager, or Lead Architect or Designer, shall have a minimum of 15 years of experience in in their field of expertise, and must possess the following:

1. Lead Architect or Designer, must possess, at a minimum, a baccalaureate degree from a nationally accredited institution in Architecture/Design, or a related field. Please provide a copy of the **resume** in the appendix of the proposal
2. Current and valid registration as a licensed Professional Architect in the State of California. Please provide a copy of the license in the appendix of the proposal.
3. Experience in at least three (3) relevant, and verifiable projects. Projects used to fulfill the Key Personnel Minimum Qualifications may be repeated in the Prime Consultant or Joint Venture (JV) Partners Qualifications and Technical Qualifications sections if relevant
4. Knowledge of current and upcoming relevant local, regional, state, and federal regulations governing architectural design, construction, contracting, environmental, and safety measures
5. Experience, as Key or Lead Personnel, with **Integrated Project Delivery (Construction Manager / General Contractor (CM/GC), Construction Manager at Risk (CMAR), and /or Design Build)**, including with collaborative value engineering and constructability reviews, updating the design prior to construction to reflect these reviews, and compiling multiple permit packages
6. Lead Architect or Designer and the Project Manager may be the same person

7.3 Subconsultant Qualifications

A. Subconsultants must possess the following minimum qualifications:

1. A minimum of 5 years in business in one or more technical fields required under the scope of services for which the Subconsultant is being proposed
2. Evidence of adequate local staffing of professional and technical personnel to perform in the manner required by the City. Lead Architect/Engineer must have current registration as a licensed Professional Architect/Engineer in the State of California.
3. Knowledge of current local, state, and federal regulations and codes governing the tasks described in Section I.3 - Scope of work

7.4 Team Qualifications

- A. In the case of a JV, all Lead Personnel and Key Staff for both Lead JV partner and non-lead JV partner must demonstrate successful experience working together on a minimum of 1 project for a government agency, with a building over 10,000 gross square feet in size and a construction budget of over \$10 million

7.5 Technical Qualifications

- A. Architect must demonstrate the following minimum qualifications:
1. Demonstrated ability to incorporate sustainability into the facility design. LEED Accredited Professional, with a key role on at least three (3) LEED-certified green building projects, 1 of which to be LEED Gold and 1 of which to be LEED Platinum and one of which to be permitted through the San Francisco Department of Building Inspection (DBI)
 2. Demonstrated ability to design well-resolved details and select finishes appropriate for the project
 3. Demonstrated success working with new innovations and programmatic trends in playground and landscape design, including custom equipment and accessible design features, directly or as prime consultant managing a landscape architecture team
 4. Demonstrated success with (a) public works project(s) in the City and County of San Francisco and demonstrated experience working successfully with regulatory agencies such as the Department of Building Inspection, the San Francisco Arts Commission, and the San Francisco Public Utilities Commission
 5. Experience, as Key or Lead Personnel, with Integrated Project Delivery (CM/GC, CMAR, and /or Design Build), including with collaborative value engineering and constructability reviews, updating the design prior to construction to reflect these reviews, and compiling multiple permit packages
- B. Subconsultant Qualifications: Civil, Structural, Geotechnical Engineers
1. Demonstrated success developing innovative solutions to site specific constraints, including high water table, adjacent structures, great depth to bed rock, challenging soils conditions and dense urban context
 2. Demonstrated success with the delivery of 3 relevant building projects, at least one (1) of which is over 10,000 gross square feet in size, at least one (1) of which being a recreation center or similar recreation / athletic facility, with building as well as landscape components, and at least one (1) of which was with a government agency client
 3. Experience working on Integrated Project Delivery (CM/GC, CMAR, and /or Design Build), in pre-construction phase (desired but not required)
- C. Subconsultant Qualifications: Electrical / MEP Engineer
1. Demonstrated experience working on at least 3 projects requiring new primary electrical service from Pacific Gas & Electric (PG&E), at least 1 of which being a public project within the

jurisdiction of the City and County of San Francisco, whereby Electrical Engineer played a key support role in coordinating with Project Owner, (SFPUC), and PG&E

2. Demonstrated experience on at least three (3) projects with photovoltaic roof arrays, at least 2 of which were permitted through a government agency in compliance with Green Building Requirements for roofs of new buildings exceeding 10,000 gross square feet

D. Subconsultant Qualifications: Cost Estimator

1. Valid current CPE (Certified Professional Estimator) certification through the American Society of Professional Estimators (ASPE) or valid current CEP (Cost Estimating Professional) certification administered by the Association for the Advancement of Cost Engineering (AACE International)
2. Experience as key / lead estimator on at least ten (10) relevant projects, including
 - i. at least five (5) projects with building over 10,000 square feet
 - ii. at least three (3) with a government agency client
 - iii. at least two (2) projects delivered through CM/GC

E. Subconsultant Qualifications: LEED Consultant

1. Documented key role on at least three (3) LEED-certified green building projects, one (1) of which to be LEED Gold, one (1) of which to be LEED Platinum, and one (1) of which to be permitted through a government agency
2. Experience working on CM/GC project delivery, in pre-construction phase

F. Subconsultant Qualifications: Commissioning Agent

1. Experience with enhanced and monitoring based Commissioning on at least three (3) projects, including
 - i. At least five (1) project with a government agency client; and
 - ii. At least five (2) projects with LEED Gold or LEED Platinum certification

SECTION II: PROPOSAL REQUIREMENTS

1 SUBMITTAL CONTENTS

The proposal submittal shall include the required information:

1. Cover Letter (Limit to One Page)

A letter summarizing the team's qualifications and approach for providing services, as it relates to key points of the RFP response.

2. Overall Approach (Limit to 5 Pages)

Provide descriptions of overall approach including the following:

- a. How will team conduct specific major tasks and prepare anticipated deliverables, including:
 - i. Working within the specific parameters of a CM / GC project delivery to advance high quality design on time and on budget
 - ii. Use of the conceptual design as a guiding framework: describe your team's approach as to which parts of the concept design would need to be strengthened, what can remain, and how you can leverage the existing essence of the concept as you move into schematic design.
 - iii. Opportunities & Challenges: describe the existing site's constraints and how your team will work within these potential limitations. Additionally, describe any missed opportunities and how your team will take advantage of these opportunities in a proposed design solution.

3. Technical Qualifications (Limit to 10 Pages)

Provide Technical Qualifications including the following information:

- a. The full name and address of the prime consultant, or each joint venture partner consultant (if the prime is a joint venture). Provide the name, phone numbers, and email addresses of two designated contact persons representing the prime consultant or each joint venture partner consultant (if the prime is a joint venture). Describe services that the prime consultant or each joint venture partner consultant (if the prime is a joint venture) can provide which are relevant to this RFP.
- b. The full name and address of all sub-consultants. Provide the name, phone number, and email address of one designated contact person representing each sub-consultant firm. Describe services that each sub-consultant can provide which are relevant to this RFP.

- c. Provide all information necessary to substantiate compliance with the qualifications specified in Section I.7 (Minimum Qualifications) of this RFP. Provide specific information for projects performed by the Prime Consultant or Joint Venture Partnership, as well as Subconsultants, as required in Sections I.7.1. Minimum Qualifications, including the project name, location, size, use, date of completion (anticipated or actual) and construction cost (anticipated or actual). Provide a brief description of the project and owner(s). Include drawings or photos, if available, in the Appendix. Provide information of relevant projects performed highlighting technical qualifications as described in Section I.7.5 (Minimum Qualifications: Technical Qualifications).
- d. Provide references for relevant projects listed in subparagraph c above. List of references shall include owner(s) or, if an owner is no longer reachable, another person who can verify the involvement of the subject firm on the relevant projects listed. Include the full name, title, firm, address, phone number, email address, and a brief description of involvement with the listed project of all references. The City reserves the right to check any, all, or none of the references submitted.

4. Team Qualification and Experience (Limit to 10 Pages)

This section shall describe the candidate's team organization, management structure and processes, and additional experience. The following information shall be included in a format and arrangement determined by the candidate, in conformance with the page size limitations of this Section.

- a. Describe the roles and responsibilities of the prime consultant. If the prime is a joint venture, describe the roles and responsibilities of each joint venture partner. Describe how the workload might be organized, divided or assigned among prime consultant and sub-consultants. Proposer's team must be able to perform all tasks described in Section I.6 Potential Scope of Services. More than one firm may be listed for each discipline. Demonstrate that there are no overlaps or gaps in services.
- b. Describe the proposed team structure and the role of key sub-consultants. Describe how this team or portions of the team have worked together before or if any sub-consultants have a track record of successful projects with the prime. Indicate whether firm/joint venture or sub-consultants have worked successfully in conjunction with staff of the City or any other government entity to deliver design services.
- c. Describe the team's project management, quality assurance / quality control, cost control, deadline management and policies and procedures. Use description of at least 2 projects that show or exhibit how you follow your QAQC procedure.

5. Appendices (No Page Limit)

- a. Resumes
- b. Licenses and Certifications
- c. Project drawings or photos, if applicable

SUBMITTAL REQUIREMENTS

1. Time and Place for Submission of Proposals

- A. Proposals must be received by the time and date as specified in the Announcement and Section 1 of this RFQ, or as subsequently revised in an Addendum, if any.
2. All requests for clarification of any ambiguities, discrepancies, inconsistencies, or questions regarding this RFP shall be submitted in writing via email to the Project Manager by the deadline date specified in Section I.1 (Announcement), to Melinda.Sullivan@sfgov.org, with Sean.McFadden@sfgov.org CC'd.
3. Proposals shall be submitted as follows:

1. Submit **one (1) digital copy (PDF) of PROPOSAL**. Refer to Section II.1 (Proposal Requirements, Submittal Contents), of this RFP for contents of the proposal. The cover of the proposal must include the title of this RFP, and the name of the Prime Consultant
2. Submit **one (1) digital copy (PDF) of all required CMD FORMS**, including Good Faith Efforts Documentations (if any), in a **separate PDF file**. The **file** shall be titled "CMD FORMS," include the title of this RFP, and the name of the Consultant. Refer to Section VI.3 (Appendix, Contract Monitoring Division Forms).
3. Submit **one (1) digital copy (PDF) of all required CONTRACT FORMS** in a **separate PDF file**. The **file** shall be titled "CONTRACT FORMS," include the title of this RFP, and the name of the Consultant. Refer to Section VI.4, 5, 6 (Appendix, Declaration and Certification Forms, First Source Hiring Agreement for Professional Services, Standard Consultant Contract).
4. Submit **one (1) digital copy (PDF) of the FEE PROPOSAL** in a **separate PDF file**. The file shall be titled "FEE PROPOSAL," include the title of this RFP, and the name of the Consultant.

The fee proposal should include the total fee required to deliver the project for each phase identified in Section I.3 (Potential Scope of Services) with a not-to-exceed figure. When organizing the fee proposal, use the phase breakdowns as outlined in Section I.3 (Potential Scope of Services). **Include subtotals for each prime, joint venture, and/or subconsultant for each phase of work.**

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

5. The City may disqualify any Proposal as non-responsive for the following reasons:
 1. The RFP submittal does not contain the information required as specified under this section.
 2. The Proposal fails to meet the specified LBE subcontractor participation requirement and fails to submit documented good faith outreach as indicated in Section III.3 (Selection Process, Terms & Conditions for Receipt of Proposals).
 3. The Proposal does not contain the required CMD forms, Fee Schedule is missing, and Forms listed in the Appendices are incomplete.
 4. Acceptance of the Proposal would violate applicable City and County of San Francisco Codes and Ordinances or other State or Federal laws.

Section III: Selection Process

1 INTRODUCTION TO THE SELECTION PROCESS

By submitting a Proposal, the proposer hereby acknowledges and accepts the general terms and conditions specified in the Standard Agreement. The Standard Agreement, for reference only, is included in Appendix E. The selection process shall be as follows:

A. RFP WRITTEN PROPOSAL SUBMITTAL EVALUATION

1. CMD and RPD 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 (See Appendix E for Sample Contract). This review will provide a pass/fail determination as to whether a proposal meets the threshold requirements described above. The City will deem non-responsive any proposal that fails to meet these requirements and will not include any Proposal deemed non-responsive in the Evaluation Process described in Section 5.2 below. The City reserves the right to request clarification from Proposers prior to rejecting a proposal for failure to meet the Initial Review requirements. The City 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.
2. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) comprised of individuals who are knowledgeable of the subject matter. The Evaluation Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from RPD, other City agencies, and/or other organizations. The Panel will not include staff closely involved with the preparation of this RFP and the development of the scope of services. Proposals will be scored according to the Submittal Evaluation Form (refer to Section III.2 Submittal Evaluation Form). No interviews will be held during this phase.
3. The written proposal scores of responsive firms will be tabulated with applicable rating bonuses and the top ranked firms will be short-listed and invited for oral interviews. In its sole discretion, RPD reserves the right to change the number of firms to be short-listed depending on the number of proposers and/or the results of the written scores.
4. Notification will be sent to the firms that are short-listed, indicating the time and place of the interviews, documenting any change in Evaluation Criteria for the interviews, and requesting further information if needed.
5. The scores of the RFP Submittals will not be carried over to the oral interviews phase. The final selection will be based on the oral interviews.

B. ORAL INTERVIEW PROCESS

1. A committee will interview the short-listed firms through an evaluation process consisting of a presentation followed by standardized interview questions from the selection panel and may include follow up questions if clarification of a consultant's response is necessary. The same set of interview questions will be used for all consultants.
2. The presentation shall consist of 2 topics:
 - a. Description of the team's experience in providing the services required in this RFP. The team may present examples of their experiences that are relevant to this RFP and include a discussion of qualifications and experience and supporting arguments why the firm should be chosen for this contract.
 - b. Detailed description of the project approach, focusing on the design process. Candidate teams shall present their initial thoughts on the site's opportunities and constraints, followed by a diagrammatic design solution. This portion of the presentation shall allow the selection panel to assess the candidate teams' understanding of the scope of work and design innovation.

Additional information on the oral interview will be provided to the short-listed firms.

3. The selection panel will evaluate each consultant independently based on each of the consultant's presentation and responses to the selection panel's questions. Each question will be weighted according to its importance. Scores from the oral interview will be tabulated from points awarded on all of the questions.
4. Only key individuals of each team should appear before the interview panel with no more than 6 participants, including sub-consultants. Each key team member should be available to answer specific questions during the interview, regardless of whether s/he was interviewed previously as a member of another consultant team. A team member who is part of two or more Prime Consultant teams may join each Prime Consultant interview team if so desired.
5. The session will be divided roughly into two components, with approximately 30 minutes for a team presentation, to be followed by 25 minutes of questions from the interview panel and 5 minutes of concluding remarks. Consultant must provide their own presentation equipment, as none will be provided by the City. PowerPoint files, if used and provided to the Project Manager for the presentation, will become the property of the City and may be used by the City in any way deemed appropriate.
6. The Evaluation Subtotal from the Oral Interview will be submitted to the Contract Monitoring Division for application of any appropriate rating discounts and calculation of the Net Scores. This action by the CMD will determine the final rankings, which will be issued by letter to each firm. After the final ranking, comments and observations regarding the selection process may be requested, by contacting the Project Manager.

C. FINAL SELECTION PROCESS

1. The final scores will be based only on the Oral interview scores with 100% weight.
2. The final scores will be submitted to the Contract Monitoring Division for application of any appropriate rating bonuses. This action by the CMD will determine the final rankings, which will be issued by email notification to each firm.
3. After the final ranking, comments and observations regarding the selection process may be requested by contacting the Project Manager.

D. CONTRACT NEGOTIATION AND AWARD

1. The City will negotiate with the highest-ranking firm based on a City-determined scope of work, qualifications and a fee schedule acceptable to the City. A copy of the City's sample Standard Agreement is included in Section VI.6 (Appendix, Standard Consultant Contract). If it is not possible to reach an agreement with the designated firm, or if within 30 days of the notice of final ranking, the designated firm does not fulfill all City requirements necessary to enter into a Controller-certified contract, the City may elect to negotiate with the next highest ranked firm in descending order. The Recreation and Park Commission will award a Professional Design Services Agreement resulting from this process, to be administered by the Recreation and Park Department with the administrative approvals of the Civil Services and Human Rights Commission/Contract Monitoring Divisions.
2. In order to proceed with contract award, the following items are required, as applicable:
 - a. Revised and negotiated Fee Schedules on Consultant Company Letterhead signed by the Principal.
 - b. 12B Compliance of Prime Consultant or Joint Venture partners.
 - i. Business Tax Certificates of the Prime Consultant, or Joint Venture partners if applicable, and Subconsultants.
 - ii. City Vendor Identification numbers for the Prime Consultant, or Joint Venture entity.
 - iii. Insurance of Prime Consultant, or Joint Venture entity.

2 SUBMITTAL EVALUATION FORM

The following form will be used by the selection panel to assess the Proposals:

Prime Consultant or Joint Venture Qualifications and Key Staff / Personnel Qualifications:

Reviewer Comments:	
SUBTOTAL SCORE	___ of 20

Overall Approach:

Reviewer Comments:	
SUBTOTAL SCORE	___ of 20

Technical Qualifications:

Architect	___ of 20
Subconsultants	___ of 15
Reviewer Comments:	
SUBTOTAL SCORE	___ of 35

Team Qualifications and Experience:

Reviewer Comments:	
SUBTOTAL SCORE	___ of 20

Cover Letter and Overall Format of Written Submittal

Clear, concise, and addresses all topic areas	___ of 5
Responds to all RFP requirements and is free of errors and typos	
Thoughtfully designed: proposal can be seen as a preview of future project submittals	
Reviewer Comments:	

TOTAL SCORE:	___ of 100
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SECTION 6 - CONTRACT AWARD

6.1 Contract Award

- A. The City will negotiate an agreement with the highest-ranking team.
- B. The award negotiation process will be based on a City-determined scope of work and Billing Rates Schedule acceptable to the City. A copy of the City's sample standard agreement is included in Appendix E (issued as a separate document). If it is not possible to complete negotiations with the designated firm, or if within six weeks of the notice of final ranking, the designated firm does not fulfill all City requirements necessary to enter into a fully-executed contract, the City may elect to negotiate with the next highest ranked firm in descending order. The resulting Professional Services Contract will be held by San Francisco Recreation and Park Department as approved by the Civil Service Commission and Contract Monitoring Division.
- C. Refer to Appendix B, Billing Rates Schedule, for negotiation guidelines of overhead, direct labor, and other direct charges.
- D. In order to proceed with contract award, the following items are required, as applicable:
 - i. If changes are required, the revised Billing Rates Schedules on Consultant Company Letterhead signed by the Principal.
 - ii. Insurance of Prime Consultant, or Joint Venture Partners.
 - iii. Registration with the State of California, Department of Industrial Relations website for prevailing wage trades, if applicable.

6.2 Doing Business with the City and County of San Francisco

- A. Before the City can award any contract to the selected Proposer / JV Partner, the Consultant must become eligible to do business with the City. The selected Proposer must first register into the City's new Financials and Procurement System (PeopleSoft) as a "Sourcing Bidder" to the Supplier Portal Link provided below (Section 6.2B). Once registered as a bidder, the selected Proposer will need to be compliant with Chapter 12B Equal Benefits and must also register their business with the Treasurer & Tax Collector as specified in Section 8.11 of this RFP.
- B. To become a supplier, go to Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>

- C. If the Selected Proposer is currently an approved supplier with a supplier ID, there is no need to register and must not create another account. To find out whether you are a Supplier in PeopleSoft, contact sfcitypartnersupport@sfgov.org or call (415) 944-2442.

6.3 Agreement Standard 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 E (issued as a separate document). In the interests of uniformity, fairness and equal treatment of all consultants, the terms of the City's Standard Agreement are not negotiable. THE SUBMITTAL OF A RESPONSE TO THIS RFP SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE RESPONDENT(S) OF THE STANDARD AGREEMENT.

SECTION 7 - TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

7.1 Error and Omissions of RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices and addendum, if any. Proposers are to promptly notify the Contract Manager, by email, upon discovery of any ambiguity, discrepancy, omission, or other errors in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than the deadline for submittal of questions as specified in the Announcement and Section 1.4 of this RFP.

Any interpretation of, modifications and clarifications in this RFP will be made by written addenda and shall become part of the RFP and any contract awarded. The City shall be bound only by the written terms of this RFP and any addenda hereto. The City will not be responsible for any other explanation or interpretation. Oral statements shall not be relied upon as legitimate responses and shall not be binding.

The City is not obligated to issue addenda in response to any request submitted after the Deadline for Written Questions stated in Section 1.4 of this RFP.

7.2 Inquiries Regarding RFP

All questions or request for information and clarifications regarding this RFP shall be submitted in writing via email to Melinda.sullivan@sfgov.org. Requests for clarifications should include the name of individual to be contacted, company name, and a telephone number where the individual can be reached. Verbal responses, explanations or interpretations do not govern over the written RFP.

The City will issue a clarification in an Addendum if necessary. With the exception of CMD or City Contracting inquiries, no questions or requests for interpretation will be accepted after the Deadline for Written Questions in Section 1.4 of this RFP.

7.3 Addenda and Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing Addendum, which will be posted on the website, sfcitypartner.sfgov.org. The Proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Addenda.

7.4 Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid from the proposal due date until the start of contract negotiations. This is to ensure that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

7.5 Revision of Proposal

A proposer may revise a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

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

7.6 Errors and Omissions in Proposal

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

7.7 Financial Responsibility

This RFP is subject to fiscal provisions, contracting, and regulatory process of the City, and the terms and provisions of the City's Charter and Administrative Code.

Consultant's assumption of risk for possible non-appropriation is part of the consideration of this RFP.

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

The City is not obligated to award a contract (Master Agreement) under any circumstance, and specifically reserves the right to withdraw this RFP, or modify any contract let pursuant to this RFP, at no cost to the City.

7.8 Proposer's Obligations under the Campaign Reform Ordinance (CRO)

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

No persons 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 services, 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 Consultant approaches any City officer or employee with a particular contract. The negotiation period ends when a contract is awarded or not

awarded to the Consultant. Examples of initial contacts include: (i) a vendor contracts 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 Consultant to propose that the Consultant apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

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

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 ethics.commission@sfgov.org or (415) 252-3100.

7.9 Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), consultants' bids, responses to RFQs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organizations' net worth or other proprietary financial data submitted for qualification for a contract or other benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

7.10 Public Access to Meetings and Records

If a proposer is a non-profit entity that receives a cumulative total per year of at least

\$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the proposer must comply with Chapter 12L. The proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

7.11 Reservation of Rights by the City

The issuance of this RFQ does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

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

7.12 No Waiver

No waiver by the City of any provision of this RFQ shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

7.13 Local Business Enterprise Sub-consulting Participation Requirement

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.

The successful prime consultants and all participating subcontractors are required to use the City’s Peoplesoft Financial System Project (FSP) and are required to submit CMD Payment Affidavits by confirming payments and entering payment data into the City’s PeopleSoft Financial Management System. If assistance is needed, please contact user support at 1.415.944.2442 or by emailing sfcitypartnersupport@sfgov.org.

a. LBE Subconsulting Participation Requirement

The LBE Subconsulting Participation Requirement for this project is **25%** for the total value of the contract. For the purposes of the LBE Subconsulting Participation Requirements, “LBE” refers to small and micro-LBEs only, certified by Contract Monitoring Division (CMD).

Pursuant to Section 14.B.9 of the Administrative Code, proposers are hereby advised that the availability of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Other Business Enterprises (OBE) to perform subconsultant work on these contracts is as follows: 7% MBE, 9% WBE, and 9% OBE. (These are not goals but are availability advisory only.) Proposers are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or any other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

b. Good Faith Efforts Requirement

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE subcontractors as set forth in S.F.

Administrative Code §14B.8 and §14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors 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 contractor) prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this paragraph will 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(C)&(D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §14B.8 and §14B.9, CMD Attachment 2 and this RFQ will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subcontractor participation specified in the contract shall be deemed a material breach of contract. Subconsulting Participation Requirement can only be met with CMD-certified LBEs located in San Francisco.

Exception: If a proposer demonstrates in its proposal that it exceeds the established LBE Subconsulting Participation Requirement by 35% (i.e. 33.75% Total LBE Participation for this RFP) or more, such proposer is not required to conduct good faith outreach efforts or to submit evidence of good faith efforts.

c. LBE Prime Rating Bonus

The City strongly encourages proposals from qualified LBEs. Pursuant to Chapter 14B, the following rating bonus will be in effect for the award of this project for any proposers who are certified by CMD as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below.

Certification applications may be obtained at <https://sfgov.org/cmd/applications> or by submitting an online application for certification and recertification through the City and County of San Francisco's Supplier Portal. The rating bonus applies at each phase

of the selection process and will be added to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. The application of the rating discount is as follows:

1. A 5% bonus to a joint venture prime proposer with an LBE participation that equals or exceeds 35%, but is under 40%; or
2. A 7.5% bonus to a joint venture prime proposer with an LBE participation that equals or exceeds 40%.
3. A 10% bonus to a joint venture between LBE prime proposers or an LBE proposer.
4. Pursuant to Section 14B.7(E), a 5% rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.

The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.

d. LBE Joint Venture Prime Rating Bonus

If applying for a rating bonus as a joint venture: The LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and shared in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner.

The LBE joint venture's portion of the contract must be assigned a commercially useful function.

A Joint Venture partner shall not submit a proposal as a partner in another Joint Venture team or as a separate Prime for this RFP.

A Prime or Joint Venture partner can be a subconsultant to another team submitting a proposal for this RFP.

e. Forms to be Submitted

The City encourages proposals from qualified LBEs. Certification applications may be obtained at <https://sfgov.org/cmd/applications> or by submitting an online application for certification and recertification through the City and County of San Francisco's Supplier Portal.

All response packages submitted must include the following CMD Forms contained in the CMD Attachment 2 for Architecture, Engineering & Professional Services Contracts at the at <https://sfgov.org/cmd/file/371>

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

Questions regarding the Small and Local Business Enterprise Program and the CMD forms listed above should be directed to Finbarr Jewell, the Contract Compliance Officer for RPD, by email: Finbarr.Jewell@sfgov.org.

SECTION 8 - CONTRACT REQUIREMENTS

8.1 Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix E (issued as a separate document). Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§10.5 in the Agreement); the Minimum Compensation Ordinance (§10.7 in the Agreement); the Health Care Accountability Ordinance (§10.8 in the Agreement); the First Source Hiring Program (§10.9 in the Agreement); and applicable conflict of interest laws (§10.2 in the Agreement), as set forth in Sections 8.2, 8.3, 8.4, 8.5, and 8.6 below.

8.2 Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code.

Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <https://sfgov.org/cmd/12b-equal-benefits-program>.

8.3 Minimum Compensation Ordinance (MCO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see §10.7 in the agreement.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

8.4 Health Care Accountability Ordinance (HCAO)

The successful proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter.

Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

8.5 First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 701-4884.

8.6 Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful proposer that the City has selected the proposer.

8.7 Prevailing Wages Requirements

All craft and trade positions that are under the purview of the California Department of Industrial Relations (DIR) are required to be paid prevailing wage rates and will be required to submit, at a minimum, monthly certified payroll reports.

- A. Pursuant to Section 1776 of the California Labor Code, no progress payments will be processed until consultant and/or subconsultants have submitted to the City a certified payroll for the time period involved for all employees including subcontractors, suppliers, or creditors working on the job site.
- B. Each consultant and subconsultants may be required to submit weekly certified payroll records (CPRs) and labor compliance documentation using DIR's electronic certified payroll reporting system.
- C. Electronic submittal of the certified payroll records and labor compliance documents shall occur via an online system on the World Wide Web through a web browser. Each consultant shall be assigned a log-on identification and password to access the City's new electronic certified payroll software, the Labor Compliance Program Tracker ("LCPtracker").
- D. Use of the LCPtracker may require consultants and/or subconsultants to enter additional data relating to weekly payroll information, including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid.
- E. The City will provide basic training in the use of the LCPtracker at a scheduled training session. To view the latest training and webinar schedule, please click on the following link:
<http://sfgsa.org/index.aspx?page=432>
- F. The Consultant(s) shall comply with the electronic submittal of certified payroll records and labor compliance documentation at no additional cost to the City.
- G. The City will not be liable for costs arising from the delay in making progress payments due to the Consultant(s) failure to make a timely or accurate submittal of the certified payroll.

8.8 Administrative Code Chapter 12X Ordinance

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into any contract with a company that has its United States headquarters in a state with laws that perpetuate discrimination against LGBT populations and Restrictive Abortion

laws or where any or all of the work on the contract will be performed in any of those states (“Covered States”). Proposers are hereby advised that Proposers, which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List can be found at: <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>

Proposer shall certify compliance with this requirement by submitting with its Proposal a Certificate of Proposer Regarding Contracting in States with Anti-LGBT and Restrictive Abortion Laws Form (Refer to Appendix C).

8.9 Chapter 12B and Chapter 12C Requirement (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 Unit at (415) 581-2310 or by visiting the CMD website at <http://www.sfgov.org/cmd>.

8.10 Business Registration

In accordance with San Francisco’s City Ordinance 345-88, all vendors, suppliers or every person conducting business with the City are required to maintain a valid business tax registration number on an annual basis and/or throughout the term of the Contract.

Agreements will not be awarded to the selected Proposer unless business tax registration fees are paid in full by the time the Agreement is awarded. Proposer may contact the Treasurer and Tax Collector’s office at <https://sftreasurer.org/registration> to confirm that business tax registrations fees have been paid in full. Each selected Proposer must provide a taxpayer ID. If not previously filed, an IRS Form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) must be completed, scanned and submitted either by e-mail or mail to:

Office of the Treasurer & Tax Collector
City Hall, Room 140

1 Dr. Carlton B Goodlett Place San Francisco, CA 94102-4685 TTX.Vendoraccounts@sfgov.org

SECTION 9 - OBJECTIONS TO RFQ & PROTEST PROCEDURES

9.1 OBJECTIONS PRIOR TO SUBMISSION OF PROPOSALS.

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the Request for Proposal (including all Addenda), including but not limited to Objections based on allegations that: (i) the Request for Proposal are unlawful in whole or in part; (ii) one or more of the requirements of the Request for Proposal is onerous, unfair or unclear; (iii) the structure of the Request for Proposal does not provide a correct or optimal process for the solicitation of the Professional Services; (iv) the Request for Proposal contain one or more ambiguity, conflict, discrepancy or other error; or (v) the Request for Proposal unnecessarily precludes alternative solutions to the Work, 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 the deadline for submittal of questions as specified in the Announcement and Section 1.3 of this RFP. Telephoned Objections will not be considered.
- b) Objections must be sent by email to the Department Liaison at: sean.mcfadden@sfgov.org.
- c) The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the Request for Proposal at issue, and shall describe the modification to the Request for Proposal 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 investigate 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 due date to allow sufficient time to review and investigate the Objection and issue Addenda to all Proposers incorporating any necessary changes to the Request for Proposal.

- 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 time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit 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.

9.2 PROTEST PROCEDURES

After receipt of proposals, the project team will initially review all proposals for responsiveness and responsibility and will notify all Proposers with a Notice of Determination.

- A. **Protest of Non-Responsiveness Determination.** Within five working days of the Public Work's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.
- B. **Protest of Non-Responsible Determination.** Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based.

In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

9.3 PROTEST OF CONTRACT AWARD

Within five (5) working days of the City's notification, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest.

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 RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

9.4 DELIVERY OF PROTESTS

If a protest is mailed, the protester 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. All protests must be received within five (5) working days of the City's notification. Protests must be delivered to:

San Francisco Recreation and Park Department
Contract Administration Division, McLaren Lodge
501 Stanyan Street
San Francisco, CA 94117
Attn: Sean McFadden – sean.mcfadden@sfgov.org

APPENDIX A

SUBMITTAL CHECKLIST

Proposers may use the RFP Submittal Checklist below to ensure that their submittal package is complete.

I. RFP Response Packages

- Proposal (SOQ), named "A. Proposal – [Proposer]"
- Billing Rates Schedule, named "B. Billing Rates – [Proposer]"
- Contract Forms, named "C. Contract Forms – [Proposer]"
- CMD Forms, named "D. CMD Forms – [Proposer]"

II. Billing Rate Schedules

- Prime's or JV Partners' (if applicable) Billing Rate Schedules
- Subconsultants' Billing Rate Schedules

III. Contract Forms

- Chapter 12B Compliance Certification Form (Prime or JV only)
(Note: Each JV firm, if applicable, must be 12B compliant at time of award)
- Certificate of Proposer Regarding Contracting in States with Anti-LGBT and Restrictive Abortion Laws (12X Compliance Form) (Prime only)
- Certification of Respondent Regarding Debarment & Suspension Form (Prime only)
- First Source Hiring Agreement for Professional Services (Prime only)
- Health Care Accountability Ordinance Declaration Form (Prime only)
- Minimum Compensation Ordinance Declaration Form (Prime only)
- Release and Waiver Agreement (Prime only)
- Acknowledgement of Receipt of Addenda (Prime only)
- Certification of Subcontractor Regarding Debarment & Suspension Form (Subconsultants)

IV. CMD Forms (CMD Attachment 2)

- Form 2A - CMD Contract Participation Form
- Form 2B – "Good Faith Outreach" Requirements Form (and applicable attachments)
- Form 3 - CMD Compliance Affidavit
- Form 4 - CMD Joint Venture Form (If applicable)
- Form 5 - CMD Employment Form

APPENDIX B

BILLING RATES SCHEDULE

A. General

1. Proposers shall submit one electronic PDF file of the Billing Rates Schedules for all firms in the team, named "B. Billing Rates - [Proposer]". Please follow the specifications for electronic PDF files in SECTION 3.
2. Billing Rates Schedule shall follow the format shown on the sample Table B1 below, signed by the Principal or authorized representative.
3. The Billing Rates Schedule does not affect the selection process and will be used only in contract negotiations with the successful Consultants.
4. All billable staff rates shall be fully burdened to include direct labor, benefit, taxes, profit, fringe benefits, health care benefit surcharge, minimum compensation accountability surcharge, call out surcharges, other surcharges, personnel protective equipment (PPE) for level D Protection, cost associated with San Francisco Department of Public Health (SF DPH), California Department of Public Health (CA DPH), and Centers for Disease Control and Prevention (CDC) recommended guidelines for communicable diseases, costs for obtaining insurance and bonds, employee fringe benefits, employee paid time off, employee training, support and administrative services, ancillary charges, and other general overhead.
5. **Administrative and clerical support services are considered part of overhead.**
6. The Overhead Rate shall be actual, audited Company Overhead rate. Consultant shall provide audited statement of Company rates for the City's review upon request. In the event that the firm does not have an audited financial statement, a signed letter indicating the overhead rate will be acceptable.

B. Annual Billing Rates Escalation

1. Consultant shall submit billing rates based on the current year and apply for annual escalation for the second, third, and fourth year of the contract. Annual escalation is subject to approval by the Contract Manager. Annual escalation may be allowed only once every twelve months commencing on or after the first anniversary date of the contract and will be 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 as published in the website of the Bureau of Labor Statistics: <http://www.bls.gov>.
2. Such billing rate increases shall be equal to the percentage change (increased or decreased), based upon the data specified in this section, from the contract certification date to the one-year anniversary date of the original contract certification date. Billing rate adjustments for succeeding years of the contract will be administered the same way. New billing rates will be effective on the date of the Notice of Contract

Modification. Adjusted billing rates shall apply only to new Contract Service Orders approved after the approval of the adjusted billing rates and shall not exceed the maximum rate (cap) for the master agreement established at the time of contract certification.

3. Requests for billing rate increases must be made in writing and submitted to the Contract Manager no earlier than thirty (30) days prior to the anniversary date of the contract certification and no later than (30) days after the anniversary date of the contract certification. Requests made after that time will not be considered. Billing rate increase requests will not be granted retroactively for past contract years or any years in which the contractor failed to request billing rate increase(s).

C. Hourly Billing Rates Table

1. The Prime Consultant, each partner of a Joint Venture, if applicable, and each Subconsultant shall submit hourly billing rates for positions that are anticipated to be utilized in this contract. Use the format shown on Table B1 below.
2. Submit the billing rates table on company letterhead signed by the Principal or authorized representative.
3. Enter the Overhead Multiplier "M" up to 4 decimal places (not in % form).
4. The billing rate is calculated as follows:
$$\text{Direct Labor} \times (M + 1.0) \times 1.1 \text{ (for 10\% profit)}$$

For example (see Table B1), $30.00 \times (1.7 + 1.0) \times 1.1 = 89.10$
5. Overtime Rate = (Direct Labor x (M+1.5)) x 1.1.
Overtime shall be applied if an employee worked more than 8 hours on a single City project awarded under this contract
6. If needed, Double Time shall be calculated as follows: Double Time Rate = (Direct Labor x (M+2.0)) x 1.1.
7. Craft Positions: To be paid the Prevailing Wage Rate, and if not listed under the Prevailing Wage Rate, then to be paid the Union Rate.
8. Indicate the number of permanent employees.

D. Calculation of Fringe Benefits (Salary Burden) and General Overhead Rates

1. During the award and negotiation process, the successful Proposers may be required to submit an audited overhead financial statement to support the submitted overhead rate. Consultants shall make sure that no unallowable items are included in the overhead calculations.
2. Unallowable Items: All applicable unallowable items under the Federal Acquisition Regulations (FAR) 31.205 shall apply to this RFQ. The unallowable items shall be

excluded from the calculations for Fringe Benefits and Overhead Rates. The following list (not exhaustive) shows examples of FAR unallowable costs:

- Bad Debts
- Contingencies
- Contributions and donations
- Dividends
- Entertainment
- Fines, penalties and mischarging costs
- Interest and other financial costs
- Idle or excess facilities
- Losses on other contracts
- Organization costs
- Plant reconversion costs
- Special funds construction
- Deferred R&D
- Lobbying Costs (legislative & executive)
- Defense of fraud
- Goodwill
- Alcoholic beverages
- Advertising promoting the contractor or its products
- Special compensation as a result of changes in management
- Direct selling efforts for Foreign Military Sales
- Costs of promotional items
- Memberships in social, dining or country clubs
- Commercial air travel in excess of standard fares
- Gifts
- Recreation

3. San Francisco Public Works further restricts the following unallowable cost from the calculation of Fringe Benefits and Overhead Rates:

- Incentive/Bonus Payments
- Profit Sharing
- Employee Lunch and Meeting Expenses
- Personal Car Expenses

4. In the event that unallowable items are found, the Consultant will be required to delete such unallowable items from the overhead rate calculation and must submit a revised billing rates table with the revised Overhead Multiplier.

TABLE B1

Note: Submit Hourly Billing Rate Table on Company Letterhead signed by the Principal or Authorized individual for the Firm.

[Name of Firm]

SF FSP Supplier ID: _____

HOURLY BILLING RATE TABLE

Overhead Multiplier (M) = _____ (up to 4 decimal places)

Job Classification	Subject to Prevailing Wage	Direct LaborRate (\$/hr) <i>(Example Only)</i>	Billing Rate (A x (M+1) x 1.1) <i>(Example Only)</i>
	Y/N	A	B
Principal <i>(example calculation, M = 1.70)</i>	N	40.00	118.80
Project Manager			
Senior Architect / Engineer			
Architect / Engineer			
Project Architect / Engineer			
Associate Architect / Engineer			
Designer / Drafter			
BIM Specialist			
Revit Specialist			
Graphic Artist			
Technician			
Cost Estimator			
Project Control			
Quality Control			

Note: Do not include Administrative and clerical support services. Administrative and clerical support services are considered part of overhead.

TOTAL PERMANENT EMPLOYEES, including owners: _____

If Firm is required to be registered with DIR, enter DIR Registration No.: _____

Hourly Billing Rates for Job Classifications listed above are one single rate for the term of the contract and will remain in effect throughout the term of the contract unless adjusted through approved annual escalation process.

Signature: _____

Date: _____

Print Name: _____

Position: _____

APPENDIX C

CONTRACT FORMS

Submit one electronic PDF file named “C. Contract Forms – [Proposer]”.

**Please follow the specifications for electronic PDF files in SECTION 4.
The file shall contain the following:**

1. Prime Consultant or Joint Venture Lead Partner (as applicable) must complete the following forms:
 - Chapter 12B Compliance Certification Form
(Note: Each JV firm, if applicable, must be 12B compliant at time of award)
 - Certificate of Proposer Regarding Contracting in States with Anti-LGBT and Restrictive Abortion Laws (12X Compliance Certification Form)
 - Certification of Proposer Regarding Debarment and Suspension Form
 - First Source Hiring Agreement for Professional Services
 - Health Care Accountability Ordinance Declaration Form
 - Minimum Compensation Ordinance Declaration Form
 - Release and Waiver Agreement
 - Acknowledgement of Receipt of Addenda

2. All subconsultants must complete the following forms:
 - Certificate of Subcontractor, Lower-Tier Subcontractor Regarding Debarment and Suspension Form

CHAPTER 12B COMPLIANCE CERTIFICATION

Respondent hereby acknowledges that Respondent has read and will comply with chapter 12B "Nondiscrimination in Contracts" of the San Francisco Administrative Code and attests to the following (please check the applicable box):

- CERTIFIED: The San Francisco Contract Monitoring Division ("CMD") has certified that Respondent is in compliance with chapter 12B of the San Francisco Administrative Code, and all applicable related requirements as specified in the Contract Documents, and the certification is in effect on the date of RFQ submittal.
- CERTIFICATION PENDING: Respondent has submitted Form CMD-12B-101 and all required documentation to the CMD seeking certification of compliance with chapter 12B, and determination of compliance is pending review by the CMD. Respondent agrees to resolve all non-compliance through conciliation with CMD as a condition precedent to award of the Contract. If the CMD determines that Respondent is non-compliant, Respondent's Proposal shall be deemed non-responsive.
- NOT CERTIFIED: Respondent acknowledges that full compliance with chapter 12B of the San Francisco Administrative Code is a condition precedent for award of the Contract, and if determined to be one of the highest ranking Firms, Respondent will submit Form CMD-12B-101 and all required documentation within 10 working days after the date of announcement of final ranking results. If the CMD determines that Respondent is non-compliant, Respondent's Proposal shall be deemed non-responsive.

Company Name

Name and Title of Signer

Company's Street Address

Company's City, State, ZIP

Company's Telephone No.

Signature of Authorized Representative

Date

Note: The text chapter 12B of the San Francisco Administrative Code is available from the CMD, 1155 Market Street, 4th Floor, San Francisco 94103, and posted on the Web at <http://sfgsa.org/index.aspx?page=6125>.

Respondents are advised to submit Form 12B-101 online through the City and County of San Francisco's Supplier Portal and accompanying documentation to the CMD at the earliest possible opportunity so as to avoid inability to gather all required documentation during the 10 day period after announcement of final ranking results.

