

City and County of San Francisco
Formal Request for Proposals for:
Structural Engineering Services for the Kezar Pavilion Renovation
Project

Sourcing Event ID 0000011988 | Dept Contract ID: REC-PSC-27-0001

This Solicitation can be viewed on the City's Supplier Portal at:

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



Proposal Phase	Tentative Date
Request for Proposals Issued	August 7th
Pre-Proposal Conference	August 17th, 1pm Online Join: https://teams.microsoft.com/meet/214701462475627?p=dHNco7AYfPBZbTH6RQ Meeting ID: 214 701 462 475 627 Passcode: Q7QF24YT Dial in by phone +1 415-906-4659,,377850142# Find a local number Phone conference ID: 377 850 142#
Optional Site Visit	August 20th, 11am, Kezar Pavilion, 755 Stanyan Street
Written Questions and Proposed Changes to City's Contract Terms Due Date	August 27th, 5pm
Proposal Due Date	September 10th, 2pm
Short-Listing Notification for Oral Interviews	October 8th
Oral Interviews	October 15th
Notice of Intent to Award	October 22nd
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.

Contract Administrator:	Sean McFadden RPD Purchasing and Contracts 501 Stanyan Street Phone: (415) 831-2779 Email: sean.mcfadden@sfgov.org
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MANDATORY MINIMUM QUALIFICATION DOCUMENTATION	Proposers <u>must</u> submit the necessary documentation with their proposals to demonstrate they meet every Minimum Qualification (MQ) requirement set forth in <u>Section 6</u> of this solicitation. A proposal that fails to provide the required documentation will not be eligible for further consideration.
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ATTACHMENTS

- Attachment 1: City's Contract Terms
- Attachment 2: CMD LBE Forms
- Attachment 3: Project Schedule
- Attachment 4: Project Drawings and Specifications
E-mail Alexis.Ward@sfgov.org for a link to the files
- Attachment 5: HCAO and MCO Declaration Forms
- Attachment 6: First Source Hiring Form
- Attachment 7: Minimum Qualifications

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1 RFQP Summary

1.1 Introduction

This Request for Qualifications and Proposals (hereinafter “RFQP” or “Solicitation”) is being issued by the San Francisco Recreation and Park Department (hereinafter, RPD or “City”). RPD, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) for professional services in structural design and engineering for the Kezar Pavilion Renovation Project located at 755 Stanyan Street, within Golden Gate Park.

The San Francisco Recreation and Park Department (RPD) is undertaking a wholesale renovation of Kezar Pavilion and replacement of the annex building, located at 755 Stanyan Street, San Francisco, CA. The project is funded in part by the Earthquake Safety and Emergency Response Bond. The purpose of this RFP is to identify a Consultant (Proposer) to provide structural engineering services for the project. This RFP describes the qualifications needed and the anticipated scope of the work and defines the selection process.

The Public Works Bureau of Architecture will serve as project lead and provide architectural services from concept design through construction documentation and construction administration of the project. In addition, other City and private consultants have been retained to provide design and engineering services for the project.

The design intent is to fully renovate the historic pavilion for basketball use as well as other recreational uses such as volleyball, martial arts, and neighborhood programming. The renovation of the pavilion will require preservation of the historic exterior walls and salvaging and restoring many of the building’s windows and the clay tiles on the roof; all other building elements will be demolished, including the building’s foundation, interior balconies and roof structure. The existing annex building will be demolished completely and replaced with a new annex to house RPD Park Ranger staff and provide community serving spaces. The Pavilion and the annex shall be designed with a seismic importance factor of 1.5 and is intended to be used by the Department of Emergency Management (DEM) as a disaster response facility when required. The City is seeking responses from firms who have a track record of successful performance in the seismic upgrade and improvements of significant historic civic buildings.

Additionally, the project includes the restoration of an existing tunnel connecting Kezar Pavilion to Kezar Stadium.

The project will be delivered utilizing Construction Manager / General Contractor (CM/GC) delivery method.

1.2 Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the

criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

1.3 Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of five years. The City at its sole, absolute discretion, shall have the option to extend the term for five additional years for a total of ten years.

1.4 Anticipated Contract Not to Exceed Amount

The not to exceed ("NTE") amount for a contract awarded pursuant to this Solicitation cannot be anticipated at the time of this Solicitation but shall be based on the selected Proposal. This amount shall be based on Proposer's anticipated cost for the deliverables identified herein. Should City's actual spend exceed Proposer's anticipated cost for the deliverables identified herein, City may in its sole discretion increase the contract NTE accordingly.

1.5 Indefinite Quantity, As-Needed Contract - Reserved

1.6 Cooperative Purchasing and Use by Other City Departments - Reserved

1.7 Contract Terms and Negotiations

The successful Proposer will be required to enter into a contract substantially in the form attached hereto as Attachment 1, City's Contract Terms. **If Proposer is unable to accept City's Contract Terms substantially in the form presented, Proposer shall include a revised copy of City's Contract Terms with its Proposal.** The revised copy of City's Contract Terms must clearly:

- (A) Mark those sections to which it objects;
- (B) Set forth Proposer's alternative terms with respect to each such section; and
- (C) Explain the basis for each proposed change.

If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the next highest-ranking score.

2 Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other published pertinent information.

Proposal Phase	Tentative Date
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3 Requested Services

3.1 Scope of Services

This Solicitation is being issued by RPD. RPD is seeking qualified Proposers to provide Proposals for professional services in structural design and engineering for Kezar Pavilion Renovation Project, in accordance with City's Contract Terms (Attachment 1).

The Consultant, with its team of sub-consultants, shall provide services in the following work categories, including but not limited to:

- A. Structural Engineering and Design Services
- B. Value Engineering
- C. Quality Assurance/ Quality Control (QA/QC)

The general description of the scope of work required for each category is listed below. The Consultant shall expand upon this description of work and/or add tasks needed to deliver a given scope.

- A. Structural Analysis and Design Services:** Work may include, but not limited to, preparation of structural drawings (in AutoCAD and Revit) and calculations, coordination with utility companies and City staff, preparation of specifications and cost estimates, field investigations, site surveying, coordination with geotechnical engineering, structural assessments, materials testing, special inspections, and construction administration. In addition, the Consultant shall have expertise in deep excavations, performance-based analysis, structure-soil-structure interaction analysis and design, seismic evaluation and retrofit design, corrosion mitigation and protection, forensics engineering, and constructability review. These services may include, but are not limited to, the following types of projects:
 - a. New building construction
 - b. Existing building strengthening, renovation, and rehabilitation
 - c. New or existing roadway structures such as retaining walls and stairs
 - d. Tunnels and shafts
 - e. Underground structures such as sewer transport boxes, pipes and manholes
 - f. Temporary shoring systems
- B. Value Engineering and Peer Review Consultation:** This type of work requires analyzing proposed designs and providing value engineering and peer review consultation.
- C. Quality Assurance/Quality Control (QA/QC):** Consultant shall have a documented Quality Assurance/Quality Control plan detailing requirements, policies, and procedures for QA/QC efforts to ensure all project tasks meet specified requirements. Consultants are responsible for QA/QC of their work to ensure compliance with applicable codes,

regulations, standards and industry practices through the use of quality control review, calculation checking, resolution of review comments, and other measures necessary to maintain a consistent, complete, high quality, and compatibility analysis. The Prime Consultant is responsible for the work of any sub-consultant.

3.2 Task Descriptions

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

Phase 0: Planning and through Schematic Design and 25% Design Development

100% Schematic Design is COMPLETE; 25% Design Development is anticipated to be complete by February 2027.

Phase 1: Design Development (DD) 25% DD through 100% DD

1. Incorporate feedback provided at end of the 25% design development phase from RPD staff, other project stakeholders such as partner departments Department of Emergency Management and Human Services Agency and regulatory compliance reviewers, and project team members including the Project's Architectural Lead and CM/GC.
2. Revise 25% design development drawings if value engineering options were accepted at the 25% review period based on feedback from the CM/GC, Owner or other consultants.
3. Review the final 25% design development cost estimate(s).
4. Develop 50% and 100% design development level drawings and outline specifications in conformance with applicable codes and standards, and based on the approved schematic design, budget, Recreation and Parks project standards and design guidelines, and regulatory requirements and policy directives; respond to and incorporate feedback provided by the Public Works Structural Peer Review.
5. Perform structural calculations to determine gross member sizes.
6. Provide preliminary foundation loads to project geotechnical engineer to develop geotechnical engineering report and recommendations.
7. Participate in bi-weekly design team coordination meetings.
8. Review draft and final cost estimates provided at the 50% and 100% design development milestones and provide comments; participate in cost estimate meetings and reconciliation process.
 - a. At each drawing milestone, the cost estimate reconciliation process will follow a three part process: (1) A hybrid two-hour meeting to review the drawing package (2) An in-person four-hour workshop to review the cost estimate and reconcile with contractor's team, and (3) An online two-hour meeting to finalize the reconciled estimate.
9. Perform Quality Assurance/Quality Control (QA/QC) review.
10. Provide value engineering suggestions in coordination with the larger design team if requested at the milestones.
11. Review and respond to constructability comments provided by the CM/GC contractor.
12. Conduct and/or participate in site visits as required.

Design Development Deliverables:

1. 50% DD drawing set;
2. 100% DD drawing set, coordinated with all design team disciplines;
3. DD specifications and cut sheet packet showcasing major elements; and
4. Comments on 50% and 100% DD cost estimates (review only of 25% DD cost estimate).
5. Provide value engineering suggestions at 50% and 100% DD.

Phase 2: Construction Documents (CD)

1. Incorporate comments received on the design development submittal from department staff, Disability Access Coordinator, DEM and HSA staff, and other key stakeholders, including RPD Structural Yard review comments.
2. Develop 50% and 95% CD drawings and specifications in conformance with applicable codes and standards, and based on the approved schematic design, budget, Recreation and Parks project standards and design guidelines, and regulatory requirements and policy directives including but not limited to those listed above; respond to and incorporate feedback provided by the Public Works Structural Peer Review.
3. Incorporate comments received from department staff, ADA Coordinator, DEM and HSA staff, peer reviewers, Public Works Contract Preparation staff, and other project stakeholders, including RPD Structural Yard review comments on 50% and 90% CD drawings and specifications.
4. Participate in bi-weekly design team coordination meetings.
5. Review draft and final cost estimates provided at the 50% and 95% CD milestones and provide comments; participate in cost estimate meetings and reconciliation process.
 - a. At each drawing milestone, the cost estimate reconciliation process will follow a three part process: (1) A hybrid two-hour meeting to review the drawing package (2) An in-person four-hour workshop to review the cost estimate and reconcile with contractor's team, and (3) An online two-hour meeting to finalize the reconciled estimate
6. Develop a 100% bid set of contract drawings and specifications for the project, including alternates, based upon approved design and budget.
7. Review and respond to constructability comments provided by the CM/GC contractor.
8. Perform Quality Assurance/Quality Control (QA/QC) review.

50% Construction Documents Submittal Deliverables:

1. 50% CD drawing set, coordinated across all design team disciplines
2. 50% CD specifications and cut sheet packet showcasing major elements
3. Comments on 50% CD cost estimates.
4. Provide value engineering suggestions if requested.

95% Construction Documents Submittal Deliverables:

1. 95% CD drawing set, coordinated across all design team disciplines
2. 95% CD specifications and cut sheet packet showcasing major elements
3. Comments on 95% CD cost estimates.

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 3: Permitting and Bid/Award Phase*

1. Coordinate with Public Works Design lead to secure permitting and regulatory approval of contract documents, including DBI, CPC, SFPUC, BSM, DPH, and all other required regulatory agencies. Note that the permitting strategy will be driven in coordination with the CM/GC, Project Team, and Owner. Assume pre-application meetings with DBI and multiple permit packages for this project.
2. Respond to bidder questions and RFIs
3. Provide information for addenda to bid documents and secure regulatory approval of addenda when required
4. Respond to Department of Building Inspection (DBI) plan check comments; revise and resubmit drawings as required to secure a building permit;
5. Evaluate substitution requests
6. Provide final Conform Set / For Construction set of contract documents
7. Provide AutoCAD files of the conform set

*Permitting and Bid/Award may overlap with design. See Schedule for approximate sequencing; sequencing may shift during the course of design.

Phase 4: 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, material certifications, and substitution requests according to project specifications
6. Review pre-production foundation load test program and observe foundation construction. The results of pre-production testing programs and production record will be incorporated into a final record report.
7. Comment on and review potential change orders where applicable
8. Attend job-site construction meetings when needed and requested by City staff or CM/GC contractor
9. Observe construction and prepare field observation reports
10. Comment on schedule of values and contractor payment applications based on construction progress if needed
11. Assist in preparation of punch lists
12. Participate in maintenance period site visits when required
13. The Design Team should anticipate using Procore or other similar software program as selected by RPD,

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 5: Closeout Phase:

1. Assist in Project Turnover, including reviewing close-out documents and warranties where applicable
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

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 the purposes of the Project.
2. Drawings shall be prepared using the latest version of Revit or 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. At each milestone (50% DD, 100% DD, 50% CD, 95% CD, 100% CD and Conform Set) drawings and specifications are to be submitted to RPD digitally as PDF files and as needed in Revit or AutoCAD to coordinate with the City Design Team).

The following design and engineering services will be provided by Public Works, the CM/GC contractor or a private consultant team that have been contracted separately by RPD:

- a. Architecture – Public Works
- b. Geotechnical Engineering – Public Works
- c. Mechanical / Plumbing Engineering – Public Works through 25% DD - CM/GC team for remainder of project
- d. Electrical Engineering - Public Works through 25% DD – CM/GC team for remainder of project
- e. Landscape Architecture – Public Works
- f. Civil Engineering – Langan

- g. Hazardous Materials Remediation – Public Works
- h. Shoring – CM/GC team

The following design and engineering services have been provided by private consultants and have been contracted separately by RPD:

- a. ARUP - MEP Concept through Schematic Design (with HVAC Options), Future Climate Resiliency
- b. Stok - LEED, LCA, Daylight Modeling
- c. Engineering 350 - Performance Energy Modeling
- d. Hollins – LEED Commissioning & Project Management Support Services
- e. Populous Architects – Arena Design Consultant

The RPD Project Manager will be the point person for communications with the community stakeholders and members of the public.

3.3 Regulatory Compliance

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

- 1. Department of Building Inspection (DBI)
- 2. Planning Department
- 3. Disability Access Coordinator
- 4. San Francisco Public Utilities Commission (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. San Francisco Municipal Transportation Agency
- 9. Public Works Code
- 10. Arts Commission, for both Civic Design Review and Art Enrichment
- 11. 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
- 12. Department of Emergency Management – to ensure building's design meets disaster response needs
- 13. San Francisco Human Services Agency (HSA) – to ensure building's design meets shelter use criteria

4 Local Business Enterprise (LBE) Program Requirements

4.1 CMD Compliance Officer

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is:

Ivan Oldenkamp
Contract Monitoring Division
City and County of San Francisco
Tel: 415.554.0639
Email: ivan.oldenkamp@sfgov.org
Website: www.sfgov.org/cmd.

4.2 Application of LBE Rating Bonuses

San Francisco Micro, Small, and SBA LBE proposers certified by the Contract Monitoring Division are eligible for a rating bonus. LBE Rating Bonuses are applied to Proposers' scores at each phase of the Solicitation evaluation and selection process in accordance with the Rating Bonus values shown below.

Proposer may receive up to a maximum rating bonus of 13% depending on the particular application listed below. A Proposer may only claim one rating bonus under each of the following subsections:

- Standard Rating Bonus
- Prime Neighborhood/Zip Code LBE Rating Bonus
- Subcontracting Neighborhood/Zip Code LBE Rating Bonus

4.2.1 Standard Rating Bonus

Application of the standard rating bonus shall be as follows:

- A 10% rating bonus will apply to any proposals submitted by CMD-certified San Francisco Small-LBEs or Micro-LBEs. SBA-LBEs are not eligible for a 10% rating bonus. **OR**
- A 5% rating bonus will apply to any proposal from an SBA-LBE if, after the application of the 10% rating bonus to proposals submitted by San Francisco Small-LBEs or Micro-LBEs, the highest-ranked Proposer is not a Small-LBE or Micro-LBE. **OR**
- The rating bonus for a JV with LBE participation is as follows:
 - 10% for each JV among San Francisco Small-LBE and/or Micro-LBE Proposers.
 - 5% for each JV which includes at least 35% (but less than 40%) participation by San Francisco Small-LBE and/or Micro-LBE Proposers.
 - 7.5% for each JV that includes 40% or more in participation by San Francisco Small-LBE and/or Micro-LBE Proposers.

Pursuant to Section 14B.7(F) of the LBE Ordinance, 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 Small-LBE or a Micro-LBE, the JV will be entitled to the JV rating bonus only to the extent of the Small-LBE or Micro-LBE participation.

Each Small-LBE and/or Micro-LBE JV partner must be responsible for a clearly defined portion of the work to be performed. The rating bonus is applied only when the Small-LBE and/or Micro-LBE JV partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the Small-LBE and/or Micro-LBE JV partner. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. Each JV partner must meet the MQs listed for the Prime Proposer or JV partner as outlined in this RFP.

Each JV partner must be listed to perform prime level work, and each JV partner must possess the license(s) required by the RFP (if applicable). The LBE JV partner(s) must be CMD-certified in the area that they are listed to perform in order to be eligible for the rating bonus. The JV partners must be jointly responsible for the overall project management, control, and compliance with Chapter 14B requirements.

4.2.2 – Pilot Neighborhood/Zip Code LBE Program

Pilot Neighborhood/Zip Code LBE Program applies to the Project. The Supervisorial District applicable for the Project is District 5. The Zip Code applicable for the Project is 94117. This pilot program is a hyper-local preference that is to encourage participation by neighborhood businesses on City public works projects located in their neighborhood.

Please see Part II of CMD Attachment 2, for more information on the program.

4.2.3 Prime Neighborhood/Zip Code LBE Rating Bonus

Application of the Prime Neighborhood/Zip Code LBE rating bonus shall be as follows:

- A 1% rating bonus to proposals from a Neighborhood LBE (or a JV where the Neighborhood LBE JV partner(s)' participation is at least 40%) when proposing on a contract where the project is located in the same Neighborhood as the Neighborhood LBE's principal place of business. **OR**
- A 1.5% rating bonus to proposals from a Project Zip Code LBE (or a JV where the Project Zip Code LBE JV partner(s)' participation is at least 40%) when proposing on a contract where the project is located in the same zip code as the Project Zip Code LBE's principal place of business.

4.2.4 Subcontracting Neighborhood/Zip Code LBE Rating Bonus

Application of the Subcontracting Neighborhood/Zip Code LBE rating bonus shall be as follows:

- A 0.5% rating bonus to proposals from any Proposer if the LBE subcontracting participation in the submitted proposal includes participation by Neighborhood LBEs of at least 50% of the sum of all the LBE subcontracting participation requirement(s). **OR**
- A 1.5% rating bonus to proposals from any Proposer if the LBE subcontracting participation in the submitted proposal includes participation by Zip Code LBEs of at least 50% of the sum of all the LBE subcontracting participation requirement(s).

4.3 LBE Subcontracting Participation Requirements

The LBE Subcontracting Requirements for the services of any Contract awarded pursuant to this Solicitation shall be 8% which shall be met with any combination of Micro and/or Small LBEs.

In accordance with San Francisco Administrative Code Section 14B.8(B), for the Proposer to be exempt from meeting the “Good Faith Efforts” requirements described in PART IV in CMD Attachment 2, the total amount of LBE participation must equal or exceed 10.80% (this percentage is the sum of the LBE subcontracting participation requirement(s) plus the 35% good faith exemption percentage).

4.4 CMD LBE Forms

Because LBE Subcontracting Participation Requirements apply to Contracts awarded pursuant to this Solicitation, Bidders must submit response packages that include the following CMD LBE Forms, which can be found in Attachment 3 of this Solicitation. The applicable forms are:

CMD Packet 2 – Requirements for Architecture, Engineering & Professional Services Contracts consisting of:

- (a) CMD Form 2A: LBE Participation Form
- (b) CMD Form 2B: Good Faith Efforts Form. If a contractor’s proposed LBE subcontracting participation exceeds the sum of all LBE Subcontracting Participation Requirements for a Contract by at least 35%, the Bidder is excused from conducting or documenting its good faith efforts.
- (c) CMD Form 3: Compliance Affidavit
- (d) CMD Form 4: Joint Venture Form (if applicable)

Failure to complete, sign and submit each of the required CMD LBE Forms with Bidder’s Bids may result in the response package being deemed non-responsive and rejected.

4.5 LBE Payment and Utilization Tracking

Because LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall agree to:

- (A) Within thirty (30) business days of receiving an invoice from an LBE subcontractor, submit to City a request for payment along with a copy of the LBE subcontractor’s invoice;
- (B) Within three (3) business days of City’s payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and
- (C) Within ten (10) business days of City’s payment of any invoice to Contractor, confirm its payment to subcontractors using the City’s Supplier Portal Payment Module, unless instructed otherwise by CMD.

Failure to submit all required payment information to the City’s Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due.

Help for the Supplier Portal can be found here:

<https://sfcitypartner.sfgov.org/pages/contact.aspx>. Self-Service Training is located at this link:

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

5 Selection Process

The Proposer's responses to Minimum Qualifications contained below and in Attachment 8 will be evaluated by City staff. **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.

Responsive Proposals deemed to meet Minimum Qualifications will be evaluated by a panel ("Evaluation Panel") comprised of individuals who are knowledgeable of the subject matter of the Project and reflect the diversity of the City and County of San Francisco. Members of the Evaluation Panel may include the following: SFRPD staff, stakeholders' representatives, and other public entity officials and staff. The Panel will not include staff closely involved with the preparation of this RFQP and the development of the scope of services. Written Proposals will be scored according to the scoring chart in Section 7 Written Proposal.

The City will invite the three (3) highest-ranked qualified Proposers to an Oral Interview. Oral interviews will allow the Evaluation Panel to further understand the top three Proposers' qualifications and project approach. A notice with instructions regarding the oral interview will be given to the Proposers one week prior to the actual oral interview day. The City reserves the right to limit participation in the panel interviews to the Proposers' Key/Lead team members.

The final selection will be based on the combination of scores from the Written Proposal Evaluation and the Oral Interview Evaluation. The scores from all panel members for each firm will be aggregated and tabulated as follows:

Evaluation Phase	Maximum Points (per panelist)
Minimum Qualifications Initial Screening	Pass/Fail
Technical Written Proposal	200 Points
Oral Interviews	100 Points
TOTAL	300 Points

The final scores will be submitted to CMD for application of any appropriate rating bonuses, if applicable. This action by CMD will determine the final rankings. The Recreation and Park Contract Administer will provide each proposer with a notification of their result by e-mail.

6 Minimum Qualifications and Documentation Required with Proposal (Pass/Fail)

Proposers must submit Attachment 8, Minimum Qualifications Response Sheet, as part of its Proposal. If documentation outside of the Attachment is submitted, clearly mark "MQ1", MQ2", etc. ... to indicate which MQ it supports.

Each Joint Venture partner must be listed to perform Prime Level Work and each JV partner must possess the license required by the RFP (if applicable). The LBE partner(s) must be CMD LBE certified in that area that they are listed to perform in order to be eligible for the rating bonus. The Joint Venture partners must be jointly responsible for the overall project management, control, and compliance with Chapter14B requirements.

Projects used to fulfill the Minimum Qualifications may be repeated in the Technical Written Proposal Section if relevant.

1. Prime Consultant or Lead Joint Venture Partner Qualifications

- A. The Prime Proposer must demonstrate the expertise and experience necessary to perform the scope of work described in this RFP. At a minimum. The Prime Consultant, or the Lead JV Partner, or their Key Staff must possess the following qualifications.
 - Key Staff shall mean, an owner, partner or principal responsible for making significant administrative and business decisions on behalf of the firm.

P-MQ #	Description
P-MQ 1	Evidence that the Principal or Key Staff has at least 15 years of business experience performing professional structural engineering services. The years of experience need not all be with the same firm.
P-MQ 2	The Principal or Key Staff must hold a current and valid Structural Engineer (SE) license in the State of California. <i>Provide a copy of the license in the Proposal appendix.</i>
P-MQ 3	Evidence that the Principal or Key Staff has provided professional structural engineering services on at least three (3) projects with a construction cost greater than \$25 million in the last 15 years. At least one (1) of these projects must feature a significant historic building that underwent seismic upgrades, and at least one (1) that is a recreation facility, or civic building (i.e. City Hall, Courthouse, Museum).
P-MQ 4	Evidence that the Principal or Key Staff has provided professional structural engineering services on at least one (1) project with a construction cost greater than \$50 million in the last fifteen (15) years.
P-MQ 5	Evidence that the Principal or Key Staff has provided professional structural engineering services on at least two (2) alternative delivery projects such as CM/GC, CM at risk or GMP or approved equal.
P-MQ 6	Completed Attachment 3, CMD LBE Forms.

2. Non Lead Joint Venture Partner Qualifications

If proposing as joint venture, the **Non-Leading JV Partner** must demonstrate through the firm's own qualifications, substantial financial capability, reliability, corporate strength

and depth as well as significant knowledge, and breadth of experience in providing professional structural design and engineering services necessary to successfully perform its role and responsibilities.

Note: Demonstrate experience in a lead role (as Prime, Principal or Lead Role)

At a minimum, the Non-Leading JV Partner must possess the following qualifications:

JV-MQ #	Description
J-MQ 1	Evidence that the Principal or Lead Role has at least ten (10) years of business experience performing professional structural engineering services. The years of experience need not all be with the same firm.
J-MQ 2	The Principal or Lead Staff for the JV Partner must hold a current and valid Structural Engineer (SE) license in the State of California. <i>Provide a copy of the license in the Proposal appendix.</i>
J-MQ 3	Evidence that the Principal or Lead Staff for the JV Partner has provided professional structural engineering services on at least 3 projects with a construction cost greater than \$15 million in the last fifteen (15) years. At least one of these projects must feature a building that underwent seismic upgrades, and one of these projects must feature a historic building renovation.

3. Prime Consultant's Lead Personnel Qualifications

The Prime Consultant's Lead Personnel must possess the following minimum qualifications. Lead Personnel shall mean the Lead Engineer, Project Manager, or Designer.

LP-MQ #	Description
LP-MQ 1	Evidence that the Lead Personnel shall have a minimum of fifteen (15) years of experience in structural engineering.
LP-MQ 2	The Lead Personnel must hold a current and valid Structural Engineer (SE) license in the State of California. <i>Provide a copy of the license in the Proposal appendix.</i>
LP-MQ 3	Evidence that the Lead Personnel has provided professional structural engineering services on at least 2 projects with a construction cost greater than \$25 million in the last ten (10) years. At least one of these projects must feature a significant historic building that underwent seismic upgrades and at least one that is a recreation facility, or civic building (i.e. City Hall, Courthouse, Museum).
LP-MQ 4	Evidence that the Lead Personnel has provided professional structural engineering services on at least one (1) alternative delivery project such as CM/GC, CM at risk or GMP or approved equal.

4. Sub-Consultant's Qualifications

The subconsultant firm must possess the following minimum qualifications.

LP-MQ #	Description
S-MQ 1	At least five (5) years in business providing services in the relevant structural engineering discipline and a principal, partner, or owner of the firm with a minimum of ten (10) years' experience in that discipline. The ten (10) years of experience need not be with the same firm.

Consultants who performed work for the project in a previous phase either directly or indirectly through SF Public Works are not excluded from participating in this RFP. However, such consultants may not include experience gained from their previous work on the project to meet the minimum qualifications listed above.

7 Written Proposal (200 Points)

Proposals that meet the Minimum Qualifications (MQs) specified in Section 6 of this RFQP will advance to the Evaluation Round. The selected Evaluation Panel will evaluate and score the Technical Written Proposal using the point scale outlined below.

Total Net Score from evaluation of technical written proposal will serve as the basis for establishing the shortlist of respondents invited to the oral interview; it will also constitute 66% of the Total Final Net Score used to rank the shortlisted respondents.

Technical Written Proposal Components	Maximum Points
<i>A. Cover Letter</i>	5
<i>B. Project Team Staffing</i>	10
<i>C. Firm or Joint Venture Qualifications and Experience</i>	40
<i>D. Personnel Qualifications and Experience</i>	50
<i>E. Technical Qualifications</i>	60
<i>F. Overall Approach</i>	35
<i>G. Appendices</i>	N/A
<i>SUBTOTAL PER PANELIST</i>	200

CMD RATING BONUS (if applicable)	Varies 13% max.
TOTAL	200

A. Cover Letter (Limit 1 page)

- Introduce the team, summarize qualifications and highlight interest in the project
- Address all topics in a clear and concise manner

B. Project Team Staffing (Limit 2 pages)

- Provide staffing matrix clearing indicating proposed staffing allocations and percentage time dedicated to this project. Indicate if any roles will be filled by new hires.
- Demonstrate efficiency in aligning resources with project needs

C. Firm or Joint Venture Qualifications and Experience (Limit 6 pages)

- Discuss proven track record of successfully completing projects similar in type, size, scope, and complexity to the proposed project.
- Describe the firm's project management, quality assurance / quality control, cost control, deadline management and policies and procedures.
- Describe approach to coordination with the City, other design & engineering disciplines and CM/GC to ensure successful project outcome.

D. Personnel Qualifications and Experience (Limit 8 pages)

- Discuss proven track record of successfully completing projects similar in type, size, scope, complexity and delivery method to the proposed project from key team members.
- At a minimum provide resumes for all key personnel including the following roles: Principal, Project Manager, Lead/Senior Engineer, Staff Engineer (*Project Manager may be same role at Lead/Senior Engineer*)

E. Technical Qualifications (Limit 12 pages)

- Valid Structural Engineering License- *Provide in appendices*
- Provide project data sheets demonstrating experience providing professional structural engineering services on at least five (5) projects, with experience with each of the following:
 - One (1) project featuring a recreation facility
 - One (1) project featuring a historic building renovation
 - Two (2) projects featuring seismic retrofit
 - One (1) project of at least a \$50 million construction value
 - Two (2) projects demonstrating coordination with a shoring contractor

With each example provided clearly note which criterion is being met. One project may meet multiple criteria.

- Provide a reference per project, including full contact information (name, title, firm, phone number and e-mail).

F. Overall Approach (Limit 5 pages)

- Provide a clear statement of Prime's Proposer (or JV Partners') understanding of the nature and extent of the services required. Include a description of your understanding of the known structural conditions and retrofit challenges.
- Describe overall approach for meeting the project's goals and vision.
- Describe where there are opportunities for innovative solutions that may benefit cost, constructability, or historic preservation goals
- Describe how you will identify project risks (technical, schedule, cost, permitting) and describe methods to mitigate them; provide specific examples.

G. Appendices

- Professional Licenses

8 Price Proposal

8.1 Bill Rates Schedule

Provide a Billing Rates Schedule that lists the billing rate of every personnel proposed for this project and represent the lowest billing rates offered to each firm's private and public sector clients. Submit one electronic copy for all rate schedules titled "RFP REC-PSC-27-0001 Billing Rates Schedule – [Company Name]"

The Rate Schedules from the Selected Proposer will be opened after the selection process is completed. The City reserves the right to review the schedule and request changes during contract negotiations. Information to be filled out as applicable for prime consultant(s) and for each sub-consultant listed in CMD Form 2.

At a minimum, the Billing Rates Schedule from each firm shall include the following information:

- a. Name of Consultant Firm
- b. Firm Overhead Rate (in %)
- c. List of all professional positions within the consultant firm who will be participating in the project.
- d. Direct Labor Rate for each Position (\$/hr.)
- e. Billing Rate for each Position (\$/hr.)
- f. Indicate the Name(s) of Key Personnel for each Position listed. The Rate Schedules must include, at a minimum, the names of Key Personnel who will be providing professional services in their respective Core Areas of Expertise.

An audited rate is preferred but not required. Provide an itemized percentage breakdown of the items that are accounted for in the overhead rate. Administrative and clerical support services are considered part of overhead. Refer to Sample Agreement for additional terms and conditions, including non-reimbursable items.

8.2 Fee Proposal

Submit **one (1) digital copy (PDF) of the FEE PROPOSAL** in a separate and sealed envelope. The file shall be titled “RFP REC-PSC-27-0001 Fee Proposal - [Company Name].”

The fee proposal should include the total fee required to deliver the project for each phase identified in Section 3 (Requested Services) with a not-to-exceed figure. When organizing the fee proposal, use the phase breakdowns as outlined in Section 3 (Requested Services). **Include subtotals for each prime, joint venture, and/or subconsultant for each phase of work. The City will issue NTP one contract phase at a time. Clearly indicate each phase fee as a separate total.**

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. The City intends to award this contract to the firm that it considers will provide the best overall professional services.

9 Oral Interviews and Presentations (100 Points)

The Evaluation Panel will shortlist the top three Proposers that have met the Minimum Qualifications and whose Written Proposals ranked the highest, for oral interviews. The City 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.

Prior to Oral interviews, the City will send a letter to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers’ key/lead team members. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers’ and key/lead team members’ qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer’s responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers at least one week prior to the date of interview to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer’s responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer’s presentation and responses.

10 Supporting Documentation Required Prior to Contract Execution

Proposers must provide each Required Supporting Documentation (“RSD”) identified below prior to Award. Failure to do so may result in the Proposal being deemed Non-Responsive.

RSD #1	Evidence that Proposer is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
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RSD #2	Completed Proposal Attachments: ☐ Attachment 6: HCAO and MCO Declaration Forms ☐ Attachment 7: First Source Hiring Form
RSD #3	Insurance in accordance with Article 5 of Attachment 1, City's Contract Terms.

11 Failure to Provide Insurance and/or Bonds

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection). The proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

12 City's Social and Economic Policy Requirements

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social and Economic Policy Requirements"). These Social and Economic Policy Requirements can be found in Attachment 1, City's Contract Terms, which Proposers are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

12.1 Nondiscrimination Requirements ("Equal Benefits")

Proposers awarded any contract exceeding \$230,000 (the City's "Minimum Competitive Amount"), may not, during the term of the Contract discriminate in the provision benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration. This Equal Benefits requirement applies in any of the contractor's operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. Contractors must submit a declaration confirming that the business complies with the Equal Benefits law. The declaration is available via SF City Partner Supplier Portal. *Refer to Attachment 1, City's Contract Terms for additional*

details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation. For more information, visit the [Contract Monitoring Division \(CMD\) website](#).

12.2 Payment of Prevailing Wages - Reserved

12.3 Health Care Accountability Ordinance (HCAO)

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121. For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

12.4 Minimum Compensation Ordinance (MCO)

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

12.5 First Source Hiring Program

[Click here to read First Source Hiring Program Requirements and Applicability.](#)

A Proposer selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

12.6 Sweatfree Procurement - Reserved

12.7 Non-Profit Entities - Reserved

Reserved

12.8 Other Social Policy Provisions

Attachment 1, City's Contract Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

13 Terms and Conditions for Receipt of Proposals

13.1 How to Register to propose and be awarded a City Contract

To submit a proposal for a City contract, all vendors must be registered as a City BIDDER or a SUPPLIER. To be awarded a contract, Proposers must convert their BIDDER ID to a SUPPLIER ID, which requires additional steps to demonstrate compliance with certain San Francisco supplier requirements.

13.1.1 Registering as a BIDDER to propose on a City contract

Proposers that are not currently a City SUPPLIER must obtain a BIDDER ID by completing the following form on the SF City Partner Portal:

<https://sfcitypartner.sfgov.org/pages/BidderRegistration-BS3/bidder-registration-1.aspx>

13.1.2 Converting a BIDDER ID to SUPPLIER ID to be awarded a City contract

To convert a BIDDER ID to a SUPPLIER ID, awarded Proposers are required to register with the City Tax Collector's Office. Additionally, businesses awarded contracts exceeding \$230,000 (the "Minimum Competitive Amount") must comply with the City's Equal Benefits requirements pursuant to Labor and Employment Code Article 131 and must submit the online Equal Benefits Declaration through the [SF City Partner Portal](#).

For detailed instructions on registering for City Business Tax, submitting an Equal Benefits Declaration, and for converting your BIDDER ID to a SUPPLIER ID visit [Contracting with the City and County of San Francisco](#).

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, visit [Register a Business | Treasurer & Tax Collector](#), contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: www.sfgov.org/cmd.

13.2 Proposal Questions and Submissions

13.2.1 Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be**

submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date. A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

13.2.2 Proposal Format

Proposals must be submitted using the attached submission forms and/or created using word processing software (e.g. Microsoft Word or Excel) and typed in a legible font (e.g.-Arial, Times New Roman, etc.). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

13.2.3 Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must e-mail proposals to Contract Administrator and Project Manager whose name and contact information appears on the cover page of this Solicitation. Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

13.3 RFP Addenda

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City 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 Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

13.4 Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code § 7920.000 et seq. and the San Francisco

Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided, which is covered by this paragraph, will be made available to the public upon request.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with an opportunity to object to disclosure of the material requested by the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

13.5 Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

13.6 Proposal Selection Shall not Imply Acceptance

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

13.7 Cybersecurity Risk Assessment - Reserved

13.8 Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than

the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

13.9 Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

13.10 Protest Procedures

13.10.1 Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest 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 Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

13.10.2 Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest 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 Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

13.10.3 Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

13.10.4 Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted

by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

13.11 Proposal Term

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

13.12 Revision to Proposal

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal Due Date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

13.13 Proposal Errors and Omissions

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

13.14 Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

13.15 Proposer's Obligations under the Campaign Reform Ordinance

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

- (A) Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
- (B) Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

13.16 Reservations of Rights by the City

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

- (A) Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
- (B) Reject any or all Proposals;
- (C) Reissue the Solicitation;
- (D) 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 Solicitation, or the requirements for contents or format of the Proposals;
- (E) Procure any materials, equipment or services specified in this Solicitation by any other means; or
- (F) Determine that the subject goods or services are no longer necessary.

13.17 No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

13.18 Other

- 1) The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
 - a. Any condition set forth in this Solicitation;

- b. Adequacy of Proposer's facilities and/or equipment, location and personnel to supply the goods to be delivered or properly perform all services required under the anticipated contract; and
 - c. Delivery time(s).
- 2) City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
- 3) Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
- 4) City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
- 5) Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.