

450-0312018-002

Agenda Item **No. 8(a)**
Meeting of August 7, 2018

INFORMATIONAL MEMORANDUM

TO: Community Investment and Infrastructure Commissioners

FROM: Nadia Sesay, Executive Director

SUBJECT: Notice of intent to Advertise and Solicit Proposals (“RFP”) for Infrastructure Engineering Support Services for Candlestick Point/Hunters Point Shipyard Project Areas

EXECUTIVE SUMMARY

The purpose of this informational memorandum is to advise the Commission of staff's intention to issue a Request for Proposal (“RFP”) for a contract to provide infrastructure engineering support services for the Hunters Point Shipyard and Candlestick Point project areas.

Assuming no objections from the Commission, staff intends to issue the RFP on August 8, 2018. Staff anticipates returning to the Commission with a recommended Contractor in November 2018. Any new contract will be subject to Commission approval and compliance with state law. A copy of the RFP, which includes the contractor selection timeline, is attached as **Attachment A**.

BACKGROUND

The Hunter's Point Shipyard/Candlestick Point Project (“Project”) is divided into two related parts, called Phase 1 (“Phase 1”) and Phase 2 (“Phase 2”), each with a separate Disposition and Development Agreements (“DDA”).

The DDAs, together with other related binding agreements, establish the framework that governs the build-out of the Project. The DDAs require that the Master Developer for each phase construct the necessary public infrastructure and open space.

To ensure that the Project be completed in compliance with the DDAs' schedules of performance, the Project's entitlement documents include two very important documents: an Interagency Cooperation Agreement (“ICA”) as well as an agreed upon Design Review and Document Approval Procedure (“DRDAP”). The ICA sets out a framework for cooperation between OCII, the Developer, and the following City Agencies: San Francisco Department of Public Works or “SFPW”, San Francisco Public Utilities Commission, San Francisco Fire Department, and San Francisco Municipal Transportation Agency, with respect to review and approval of the Project infrastructure applications for construction.

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Additionally, the ICA provides for SFPW's obligation to review and approve subdivision mapping, street vacations, Public Improvement Agreements, Improvement Permits, Determination of Completeness, submittal to the Board of Supervisors for Acceptance and Acquisition of public infrastructure.

Attached to the ICA is the Infrastructure Plan that establishes design and construction standards, performance criteria, and specifications regarding the Developer's responsibility for public infrastructure for the Project. The ICA allows for a third party Consultant to be hired to assist SFPW and OCII staff with processing permits related to the implementation of the Project. Pursuant to the ICA, OCII and the City are soliciting proposals from engineering firms to provide this assistance to move the Project forward promptly.

The DRDAP provides for expedited review of Major Phases, Sub-Phases, and Vertical Applications. It describes the process by which OCII and relevant City departments review submittals and applications for the Streetscape Master Plan, Signage Plan, Major Phase, Sub-Phase and Vertical Applications. The DRDAP also describes application submittal requirements, submission review timeliness, and the method other City agencies should use to comment on design issues.

To help implement the Project concerning the ICA and DRDAP, OCII contracts directly with SFPW. SFPW is the customary lead in processing subdivision mapping and infrastructure improvement plans in the city and acts as the central department for handling infrastructure improvements permits. In addition to this role, SFPW assists the Developer and OCII in obtaining regulatory approvals, agreements, and other entitlements.

DISCUSSION

Infrastructure design and construction is a complex, interdepartmental process. As previously mentioned, SFPW is the City's lead agency for processing horizontal land improvements and has formed a "Task Force" for managing the review and permitting of major developments in the city.

On July 8, 2015, OCII issued an RFP for Infrastructure Engineering Support Services. The RFP provided for coordinating and processing infrastructure permit applications, design review and coordination of improvements, and assisting with the preparation of subdivision maps. OCII received responses from the following three firms, AGS, Inc., Freyer & Laureta, Inc., and Hawk Engineers, Inc. An evaluation panel conducted an assessment of the three proposals and unanimously ranked the Hawk Engineer's proposal as the highest amongst the three and recommended negotiating a new technical support services contract with Hawk Engineers.

After the panel made its selection, OCII staff negotiated the scope of services for a Personal Services Contract with Hawk Engineers for an initial one-year term with two optional one-year extensions. The Contract set the initial one-year contract amount at \$450,000, with the next two options at \$475,000 and \$500,000, respectively. In the event, the Developer accelerates the work, a \$100,000 contingency was programmed into the agreement for additional services. The maximum aggregate contract amount, including the two one-year extensions and the OCII contingency, was \$1,525,000. This agreement is expiring on December 31, 2018, and staff is seeking a new RFP with engineering firms to provide the aforementioned technical services.

Scope of Services

There are seven key areas of the Project life-cycle where OCII and SFPW require assistance – a summary of each key area is listed below:

- 1) Conceptual Planning – represent OCII and SFPW in the review of Master Utility Plans and update, as required, entitlement documents.
- 2) Existing Street and Utility Systems – coordination of shutdowns, relocations, and transitions of existing streets and utility systems. Also included are street and utility system design reviews.
- 3) Mapping – assist in preparing and processing map applications, Conditions of Approval related to Tentative Maps and Final Maps, Public Improvement Agreements related to Final Maps, encroachments, lot line adjustment, merger and Final Map applications.
- 4) Land Transfers – identify potential issues related to existing or planned infrastructure systems.
- 5) Infrastructure Improvements – facilitate the City plan review process by the ICA and DRDAP. Collect and compile plan review responses from City Agencies for Major Phase, sub-phase improvement plans, and other permit applications. Convene special meetings with City Departments as necessary to provide additional requested information or troubleshoot on individual issues as they relate to planning submittals.
- 6) Construction – coordinate and assist in resolving field related changes, issues, and conflicts. Assist in preparing documents for acceptance and acquisition of completed improvements. Assist in reviewing applications for Community Facilities District reimbursement.
- 7) Vertical Construction - coordinate and assist in resolving changes requested by vertical developers concerning horizontal improvements.

A more detailed description of the scope of work is in the attached RFP.

Expenses for the new Contract are reimbursable under the Phase 1 and Phase 2 DDA's. Authority for these expenditures is on line 381 of the approved Recognized Obligation Payment Schedules ("ROPS") 2018B and 2019A, which has been approved by the Oversight Board and by the Department of Finance ("DOF"), and were included in each successive ROPS until the expiration of this Contract on December 31, 2018.

Evaluation Process

An evaluation panel comprised of members of the community, OCII, The Developer, and SFPW will review the submissions and will recommend a contractor to the Commission for approval. The criteria used to evaluate the proposals include:

- 1) Expertise, experience, and professional technical qualifications of the Contractor's team in providing the services described in the Scope of Services. Applicants must have a minimum of 5 years of experience and comprehensive understanding and knowledge of the interrelationship of the categories of the Scope of Services. (30 points).

- 2) Overall expertise working with San Francisco development process, procedures and permitting processes and agencies related to the specific tasks in the Scope of Services. More specifically, applicants must have a demonstrated experience related to coordinating plan reviews amongst a variety of permitting entities and an ability to work well in high-pressure and dynamic environments and meet deadlines. (25 points).
- 3) The overall cost of the proposed staff and efficiency of the budget for providing the requested services, giving an hourly rate breakdown, consistent with industry standards. (15 points).
- 4) Demonstrated ability to work collaboratively with clients, public agencies, environmental resource agencies, and other project stakeholders, and the ability to cost-effectively, efficiently and promptly provide requested services in a useful manner as evidenced through reference checks. (15 points).
- 5) Completeness of the submittal and compliance with the requirements of the RFP. (15 points).

TOTAL: 100 POINTS POSSIBLE.

NEXT STEPS

As required under OCII's procurement policies, the RFP must be competitively bid. Staff anticipates issuing the RFP on August 8, 2018, unless there is an objection from the Commission. After the evaluation panel reviews the proposals and conducts interviews, staff will seek concurrence from the Hunters Point Shipyard Citizens Advisory Committee before Commission approval of the contract award, estimated in November 2018.

The proposed schedule for the RFP is as follows:

Advertisement & Issuance of RFP:	August 8, 2018
Pre-Bid Conference:	August 24, 2018
Proposal Due Date:	September 14, 2018
Commission consideration:	November 2018

(Originated by Phil Millenbah, Development Specialist)



Nadia Sesay
Executive Director

Attachment A: Request for Proposals for Infrastructure Engineering Support Services

ATTACHMENT A

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

Request for Proposals (RFP)

INFRASTRUCTURE ENGINEERING SUPPORT SERVICES

**RFP Available
August 8, 2018**

**Deadline for Submission
September 14, 2018**

**Issued by:
Office of Community Investment and Infrastructure
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103**

**Contact: Phil Millenbah
(415) 749-2517**

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INFRASTRUCTURE ENGINEERING SUPPORT SERVICES

I. SUMMARY

The Office of Community Investment and Infrastructure (“OCII”), Successor Agency to the former San Francisco Redevelopment Agency (“SFRA”), in coordination with the San Francisco Department of Public Works (“SFPW”), is soliciting proposals from experienced firms (“Contractor”) to provide technical support on an “as-needed” basis. The Contractor(s) shall facilitate the efficient review by all City agencies for design, construction and acceptance of public infrastructure. (“Infrastructure Mapping and Engineering Support Services”) related to the development of Candlestick Point / Hunters Point Shipyard Phase 2 (“CP/HPS Phase 2”) and HPS Phase 1 (collectively referred to as the “Project”). This solicitation is pursuant to the Interagency Cooperation Agreement (“ICA”) between OCII and other City agencies that allows third party Contractors to be hired to assist OCII with fulfilling their obligation for expeditiously processing permits related to the implementation of the Project. OCII may select more than one Contractor (“Contractor”) through this solicitation for a period of one year, with the possibility of extensions for a maximum period of up to three years in an amount not to exceed \$450,000 for the first year.

In consultation with an Evaluation Panel (defined later in this Request for Proposal), OCII staff will recommend a Contractor to the OCII Commission (“Commission”) for approval. The approved Contractor will then enter into a Personal Services Contract (“Contract”) with OCII. This opportunity for a personal services contract for Infrastructure Engineering Support Services is open to all businesses, both for-profit and non-profit. Applicants are advised that OCII is committed to vigorous equal opportunity employment.

PROJECT OVERVIEW

In June 2008, the voters of San Francisco approved the Bayview Jobs, Parks, and Housing Initiative (“Proposition G”). Proposition G established goals, objectives, and policies for the timely and coordinated redevelopment of Candlestick Point and Hunters Point Shipyard. On June 3, 2010, the Candlestick Point and Hunters Point Shipyard Phase 2 DDA, and other associated documents, was approved with CP Development Co., LLC acting as the developer. The Project's primary objective was the revitalizing of the Bayview Hunters Point community.

The Phase 2 DDA provides the Developer with the right to build approximately 10,672 housing units, 1,086,000 square feet of regional and neighborhood serving retail and entertainment uses, 270,000 square feet of hotel uses, 100,000 square feet of community uses, 255,000 square feet of artist space, and up to 4,415,000 square feet of office and research and development (R&D) space.

The first phase of development is governed by the Hunters Point Shipyard Phase 1 DDA. Phase 1 authorizes the development of up to 1,428 residential units and commercial uses.

Additional detail on the development program is available on the Hunters Point Shipyard page of OCII's website: sfocii.org.

II. IMPORTANT DATES AND SUBMISSION PROCESS

Important Dates

Proposals are due by 4:00 p.m., **September 14, 2018**.

RFP available at OCII	August 8, 2018
Pre-submission meeting at OCII	10:00 a.m., August 22, 2018
Deadline for questions and requests for additional information	August 31, 2018
Submission deadline for Proposals	4:00 p.m., September 14, 2018
Applicant Selection (interviews may be conducted)	Week of October 1, 2018
Commission consideration	November 2018

***All dates subject to change**

Pre-Submission Meeting

A pre-submission meeting will be held at OCII offices, located at 1 South Van Ness Avenue in San Francisco on the fifth floor, on the date and time shown in Section II. A. The meeting will include an overview of the Infrastructure Engineering Support Services RFP and provide an opportunity to ask questions. Although attendance is not mandatory, it is highly recommended.

Questions and Requests for Additional Information

All questions and requests for additional information regarding this RFP must be received in writing by OCII, by hand, overnight delivery, mail, or e-mail on or before the date and time as shown in Section II. A. All addendums, responses and additional information will be distributed to all registered RFP holders. The OCII reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information. Questions and information requests should be submitted to:

Phil Millenbah
Office of Community Investment and Infrastructure
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: 415 749-2517
E-Mail: philip.millenbah@sfgov.org

Registration

Although it is not necessary to register to receive a copy of the RFP or to submit a Proposal, it is strongly recommended as it will permit OCII to e-mail addenda information with responses to inquiries. Only registered RFP holders will receive responses to all written questions, addenda and any additional information distributed prior to the Proposal submission date. An RFP registration form is included as **Attachment #9**.

Submission Time, Place, Date, Contact

Submission of **seven copies** of the proposal must be received by OCII no later than:

September 14, 2018 at 4:00 p.m.

to

Office of Community Investment and Infrastructure

Attn: **Phil Millenbah**

1 South Van Ness Avenue, Fifth Floor

San Francisco, California 94103

Telephone: **415 749-2517**

III. BACKGROUND

Below is a detailed description of how the development is structured and who the key parties are in ensuring the Project is delivered:

PARTY	ROLE IN DEVELOPMENT
Office of Community Investment & Infrastructure (“OCII”)	RFP recipient will report directly to this agency. OCII manages the overall implementation of the redevelopment plans having authority, rights, powers and duties over land use, financing, plan documents, and the adopting and amending thereof, and executing the DDA.
City and County of San Francisco (“City”); SFPW as the lead agency for the City for public infrastructure scope described herein	Assists OCII with the implementation of the Project through the Interagency Cooperative Agreement with respect to the review and approval of Project Applications for consistency with the Applicable City Regulations and applicable State and federal law including Mapping, Design, Permitting, Construction Inspection, Acquisition and Acceptance of the public infrastructure that The Developer has constructed for the Project.
U.S. Navy	Investigate and remediate hazardous substances within the Shipyard, in accordance with specified processes and schedules, for phased transfer of the lands to OCII.
Lennar-Urban. FivePoint Communities.	Develop and implement the Project, as private partners with OCII and contract for a full range of Contractor services including engineering, architecture, and construction.

Hunters Point Shipyard Citizens Advisory Committee (“CAC”)	Provide community input on OCII and The Developer’s efforts on the Project and advise the OCII Commission.
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The Disposition and Development Agreements

The Disposition and Development Agreements (DDA’s) are structured so that the Developer is responsible for the planning, investigation, exploration, design, engineering, and construction of the infrastructure needed for development of the Project. The Developer also manages the schedule and the pace of development required to meet the Project’s Schedule of Performance that is included in the DDAs.

The Phase 1 and 2 DDAs include conceptual frameworks for the infrastructure build-out called “Infrastructure Plans.” The Infrastructure Plans establish the Developer’s responsibility for public infrastructure within the Project, including site grading, street layouts and improvements, wet utilities (separated sanitary sewer, separated storm drainage, auxiliary water supply system, and low pressure water systems), dry utility layouts, sea level rise improvements, location and improvements for parks and open space, and storm drainage, and stormwater treatment. More design detail is provided when the developer submits Master Utility Plans (“MUPS”) to ITF/DPW that implement the Infrastructure Plans.

The ICA provides for SFPW to act as the City’s lead agency to review and approve subdivision mapping, Street Vacations, MUPs, Public Improvement Agreements, Improvement Permits, Determination of Completeness (“DOC”), Acceptance submittals and acquisition of public infrastructure requests to the Board of Supervisors for their action (collectively, “Infrastructure Approvals”).

OCII contracts directly with SFPW to act as the central department for processing of permits needed to construct the infrastructure improvements. In addition to this role, SFPW assists The Developer and OCII in obtaining regulatory approvals and other entitling approvals and agreements.

The ICA’s Infrastructure Plan also establishes the design and construction standards, performance criteria and specifications regarding the Developer’s responsibility for public infrastructure within the Project. The ICA is included with this RFP as **Attachment #10**.

To help implement the Project with respect to the ICA and DRDAP, OCII contracts directly with SFPW, the customary city lead in processing subdivision mapping and infrastructure improvement plans, to act as the central department for processing of permits needed to construct the infrastructure improvements. In addition to this role, SFPW assists the Developer and OCII in obtaining regulatory approvals and other entitling approvals and agreements.

Finally, the DDAs also incorporate environmental mitigations made pursuant to the approved Environmental Impact Report for each phase complied with during the applicable stages of the project’s development.

Basis for RFP

The basis for this RFP is from **Section 3.4 of the ICA, Expeditious Processing of Approvals, (a) Expeditors, (i) SFPW and the Task Force**, where the Developer, OCII and/or the City retain third-party professionals to assist the City and OCII staff with efficiently fulfilling their respective obligations for expeditious processing of permits per the ICA and DRDAP. The term can only be for a maximum of one year (subject to extension), with a maximum fee for the specified scope of work. Renewals of the term on an annual basis is anticipated, but not guaranteed. It is not anticipated to be extended beyond a total of three years.

Status of Development

Infrastructure development requires significant coordination and cooperation between the Developer, City agencies, and utility companies that operate and maintain utility systems, roadways, open spaces, and streetscapes. The Developer is required, per the DDAs, to design and construct the horizontal infrastructure improvements with respect to the standards and specifications of the different City departments having jurisdiction as well as those of the utility companies for gas, electric, and telecommunications systems, and in conformance with all prior approvals.

In CP/Phase 2, the Developer is currently undertaking the preparation of various phases of the development for final mapping. These phases will include housing projects (market rate and affordable units) and various commercial developments. The final maps for these phases will require extensive utility design, mapping, and outfall designs in order to accommodate the proposed phase developments.

IV. SCOPE OF SERVICES

Overview and Expectations

The selected Contractor will be responsible for assisting OCII in the coordination of infrastructure approval submissions under the DRDAP and related review and approval matters with multiple City agencies.

Infrastructure submittals are developed and submitted according to the process described in the DDAs and their DRDAPs, but must always be consistent with preceding and overarching entitlement documents, including but not limited to: the Hunters Point Shipyard and Bayview Hunters Point Redevelopment Plans; the certified Environmental Impact Report (“EIR”) and addenda; the Infrastructure Plan; the Transportation Plan; the Subdivision Code; Master Utility Plans, and; Major Phase and Sub-Phase Plans.

While all submittals, plans, and drawings are completed by the Developer and their contractors, items in this task include representing OCII in the review of Master Utility Plans, as well as the intermittent requirement that entitlement documents be updated to address unforeseen design considerations. In general, the selected contractor is expected to do the following:

1. Become very familiar with the Project’s entitlement documents.
2. Represent OCII in the planning of all infrastructure systems and be aware of and work to mitigate negative impacts of infrastructure system design on the Project as required by entitlement documents.

3. Understand and communicate how design will effect project schedule and provide solutions to mitigate negative impacts on the Project's schedule.
4. Provide technical support, resolve conflicting positions from different City departments, and guide teams to consensus with the ultimate goal of gaining approval of infrastructure improvements. Contractor shall first advise OCII of any conflicting departmental positions before rendering a position to that department on the subject issue.
5. Provide technical input, guidance, and feedback on temporary utilities, systems, relocations, and other infrastructure planning.
6. Facilitate the development, modification, and acceptance of standards, regulations, codes, Master Utility Plans and other plan document updates as required.

Existing Street and Utility Systems

1. Review and assist in the coordination of shut downs, relocations, and transitions of existing streets and utility systems.
2. Review and assist in the coordination of the timing and need for extensions, upgrades, re-design, and relocation of existing or new City owned utility systems or Third party owned systems.
3. Assist in developing any and all required easements or other agreements.
4. Review and assist in managing existing and new tenant utility and access needs in an emerging, transforming large scale development area.

Mapping

1. Assist in easements, encroachments, quiet title, and other title issues.
2. Represent OCII in the determination of boundaries and conditions of approval on all map related items, and participate in regular mapping meetings as required.
3. Assist in preparing and processing map applications, Conditions of Approval related to Tentative Maps, Vesting Tentative Maps, Final Maps, phased Final Maps, Transfer Maps, Parcel Maps, and Lot Line Adjustments. Assist in preparing Public Improvement Agreements, Acquisition Agreements, encroachments, and other map related services as needed.

Land Transfers

1. Represent OCII from a technical perspective in land transfers by attending any meetings as necessary and identifying any potential issues as they relate to existing or planned infrastructure systems.
2. Assist in the review Boundary Surveys, ALTA Surveys, Records of Survey, as needed.

Infrastructure Improvements

1. Support OCII in-house staff in their review of all submittals as required by the DRDAP, including but not limited to: Major Phase applications; Sub Phase applications;

improvement Plans; Basis of Design, and; permit applications. Work with the SFPW Task Force in circulating these submissions to City Agencies for review.

2. Manage and monitor the City review process in accordance with the ICA/DRDAP and report status of review to OCII and SFPW Task Force staff. Collect and compile plan review responses from City Agencies.
3. Convene special meetings with City Departments as necessary to provide additional requested information or troubleshoot on individual issues as they relate to plan submittals.
4. Review cost estimates as needed and recommend modifications to pricing.
5. Participate on behalf of OCII in technical meetings related to infrastructure systems supporting the submittals listed above, including pre-submittal conferences, and identify any inconsistencies with entitlement documents either being proposed, or offered as a comment by another City department.
6. Be aware of and identify any required off-site improvements consistent with the Project's entitlement documents.
7. Develop and maintain best practices based on previous plan applications.

Infrastructure Construction

1. Represent OCII at construction project management meetings and identify and communicate issues as they arise.
2. Be aware of and communicate the project schedule on an ongoing basis.
3. Be aware of required or proposed changes in design and ensure that any change is consistent with the Project's entitlement documents and does not undermine the goals and public benefits of the project, increase costs beyond what is provided for in the executed Corporate Guaranty, create unreasonable burdens on the project schedule, or create unreasonable hardship on adjacent communities.
4. Advise OCII in the review of Instructional Bulletins and deferral requests.
5. Advise OCII in the determination of bond reductions.
6. Advise OCII in determining completeness of public infrastructure systems.
7. Advise OCII in preparing any required Acceptance by the City's Board of Supervisors.
8. Advise OCII in managing infrastructure reimbursements.

Vertical Construction

1. Represent OCII at construction project management meetings, in so far as there are issues related to Project-wide infrastructure, and identify and communicate issues as they arise.

Participate on behalf of OCII in any required alterations to Project-wide infrastructure to support vertical development and ensure that any change is consistent with the Project's entitlement documents and does not undermine the goals and public benefits of the project, increase costs beyond what is provided for in the executed Corporate Guaranty, create unreasonable burdens on the project schedule, or create unreasonable

hardship on adjacent communities.

Reporting Priority

1. Contactor represents OCII at project management meetings with the developer and with other city departments. The Contactor also represents OCII during project/application design review or with other issues related to Project-wide infrastructure. Contractor shall identify and communicate issues to OCII as they arise and before communicating a position to the developer or to other city departments on the subject issue.
2. Contractor is expected to provide timely and complete responses to OCII inquiries.

Deliverables

1. Timely invoice submittals (Quarterly).
2. Facilitate a minimum two one-hour meetings between Contractor-OCII per week. Agenda for meetings to be provided in advance by Contractor.
3. Provide a weekly written report on the following items:
 - a) Provide OCII with a list of action items resulting from the meetings in item #1.
 - b) Provide OCII with a status report of tasks and projects.
 - c) Provide OCII with a summary of meetings with other with list of for any necessary follow-up tasks.
6. Disclosure to OCII of other projects Contractor is working on and how they impact OCII's schedule and milestones.
7. Contractor shall advise OCII in advance of any city department or developer meeting and of any proposed action on a permit or a plan that OCII should take.
8. Meet with Bureau of Streets and Mapping (BSM) on a weekly basis and report back to OCII on which projects or developer applications are incomplete, insufficient, denied, or otherwise not meeting the expected schedule, pursuant to the ICA.

V. SELECTION PROCESS AND EVALUATION CRITERIA

Selection Process

1. Submissions of proposals to OCII will be accepted at OCII's offices until the date and time shown in Section II.
2. Submissions shall be submitted in the form outlined in Section VI.

3. OCII staff may contact references.
4. All or some of the Applicants who have submitted complete and responsive Proposals may be interviewed. Interviews are scheduled to be held on the date(s) shown in Section II. A. *These dates are subject to change.* All Applicants should advise OCII staff of availability on these days. Interviews will be held at the OCII's offices located at 1 South Van Ness Avenue on the fifth floor.
5. Further written materials regarding qualifications or submittals may be requested prior to or following interviews.
6. An Evaluation Panel comprised of community members, OCII staff, representatives from SFPW and the Developer, will make a recommendation to the Commission based on evaluation of the Proposals, interviews and other evaluation methods. First consideration will be given in awarding contracts in the following order: (1) Project Area Small Business Enterprises ("SBEs"), (2) Local SBEs (outside an OCII Project Area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs would be used to satisfy participation goals only if Project Area SBEs or Local SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-local SBEs.
7. The Commission will approve a Personal Services Contract with the successful Applicant (see Attachment #8).

Evaluation Criteria

In order for a submission to be considered further, it will need to comply with the OCII SBE and other OCII policies. An Evaluation Panel will make the selection of the contractor based on the following factors:

1. Expertise, experience, and professional technical qualifications of the Contractor's team in providing the services described in the Scope of Services. Applicants must have a minimum of five years of experience and comprehensive understanding and knowledge of the interrelationship of the categories of the Scope of Services. (30 points)
2. Overall expertise working with San Francisco development process, procedures and permitting processes and agencies related to the specific tasks in the Scope of Services. More specifically, demonstrated experience related coordinating plan reviews amongst a variety of permitting entities and an ability to work well in high-pressure and dynamic environments and meet deadlines. (25 points)
3. Overall cost of the proposed staff and efficiency of the budget for providing the requested services, giving an hourly rate breakdown, consistent with industry standards. (15 points)
4. Demonstrated ability to work collaboratively with clients, public agencies, environmental resource agencies, and other project stakeholders, and the ability to cost-effectively, efficiently and promptly provide requested services in a useful manner. (15 points)

5. Completeness of the submittal and compliance with the requirements of the RFP. (15 points)

TOTAL: 100 POINTS POSSIBLE.

VI. SUBMISSION REQUIREMENTS

The Proposal must contain all of the below information. The most competitive proposals will present the below information in a clear and concise way, using actual examples and scenarios to demonstrate the Applicant's qualifications and capabilities.

Proposers shall submit the following packages:

1. **Seven (7) copies of the Proposal** (or Statement of Qualifications) in a sealed envelope clearly marked **“Infrastructure Engineering Support Services.”**
 - a. Edge-bound using spiral coil binding (plastic or other wire edge-bindings);
 - b. Do not use 3-ring binders;
 - c. Minimum of 11-point size font, unjustified, one inch margins all sides (excluding headers and footers);
 - d. Printed double-sided on 8.5x11 recycled paper;
 - e. Tabloid (11x17) sheets may be used for tables, organizational charts or other graphical information and will count as one page;
 - f. Use clearly labeled tabs or other separators within the document.
2. **One (1) copy of Billing Rates Schedule.**
3. **Other Documents:**
 1. A maximum of five (5) references of previous/current clients should be provided.
 2. A signed Small Business Enterprise Agreement (**Attachment #1**).
 3. A signed Declaration of Nondiscrimination in Contracts and Benefits (**Attachment #3**).
 4. A signed Minimum Compensation Policy Declaration (**Attachment #4**).
 5. A signed Health Care Accountability Declaration (**Attachment #5**).
 6. Complete responses to all Disclosure Questions in **Attachment #6**.
 7. A signed Statement of Compliance with Agency Policies & Certification of Applicant (**Attachment #7**).
 8. Evidence of Compliance with the minimum OCII insurance requirements.

A list of all current/past contract/clients on the **Project** (do not submit this for non-Project related work) so that a Duty of Loyalty review can be conducted. If the Applicant has or has had a contract/client on the Project, that contract's scope of services may be in conflict with this RFP's scope of services and the Applicant may not be eligible for a contract under this RFP. See more on Duty of Loyalty below under Section VII.B.

Content of Proposal

Firms interested in responding to this RFP must submit the following information, in the order specified below: Your proposal shall not exceed 27 pages (not including required forms and documents).

The Proposal (Statement of Qualifications - SOQ) shall be clear and concise, responsive to all RFP requirements, include a Table of Contents, and in a reader-friendly format separated by labeled tabs as follows:

1. Executive Summary
2. Project Approach
3. Prime Consultant Qualifications
4. Key/Lead Personnel Qualifications
5. Team Qualifications
6. References

Executive Summary (up to 2 pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

The letter must include the following:

- a) Exact name of the firm (the legal entity) submitting the Proposal, business address, and name of its principals. In the event of a Joint Venture ("JV"), include the exact names of the firms, business addresses, and names of principals, and identify the lead partner.
- b) A brief description of the firm, experience, and qualifications.
- c) A statement identifying the Project Manager, Lead Professional Engineer, and Lead Land Surveyor, and that they are employees of your firm prior to the due date of the Proposals for this RFP.
- d) A primary contact person for all communications pertaining to the Proposal, with office phone number, cellular phone number, e-mail address, and mailing address.

Project Approach (up to 5 pages)

Describe the services and activities that your firm proposes to provide to OCII. Include the following information:

- a) Provide a clear statement of the Applicant's or JV Partners' understanding the nature and extent of the services required.
- b) Overall approach to the services described in the RFP including a discussion of

how your firm can support OCII based on your understanding of engineering issues that might be pertinent to the development projects at

- c) Ability and experience completing work assignments involving multiple disciplines in a timely and cost effective manner.
- d) Approach to assignment of work within your firm's work team and how your team will complete tasks and deliverables to assure high quality end product.
- e) State any constraints, problems and issues that should be anticipated during execution of the services to be provided and suggest approaches to resolving these constraints, problems and issues.
- f) Other ideas for providing the services for this contract.
- g) How your firm will provide for nearby office space or acceptable alternatives.

Applicant's Qualifications (up to 6 pages)

Provide information on your firm's background and qualifications which addresses the following:

- a) Description of three projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or sub-consultants are proposed provide the above information for each.
- b) A description and background of the Applicant, or each JV partner, if applicable, which shall include corporate qualifications, professional qualifications, expertise and experience, and technical capabilities to fulfill the services specified in the RFP and successfully complete the work.
- c) Indicate number of years in business and a statement that the Applicant or each JV partner meets the qualification requirements specified in the RFP.

Key Personnel Qualifications (up to 3 pages)

- a) The Applicant must clearly demonstrate that the Project Manager, or Lead Professional Engineer, or Lead Land Surveyor, or other lead personnel proposed for this RFP meets the minimum qualification identified in Section 4 of this RFP.
- b) The Applicant must include all relevant information in this section for the Selection Panel to evaluate the ability and experience of the Lead Personnel to successfully fulfill their roles.
- c) Indicate if the proposed Lead Personnel team have worked together before, and if they have worked successfully in conjunction with any government entity to manage and support projects.

Qualifications (Up to 10 pages)

Provide a list identifying: (1) lead personnel on the project team, (2) the project manager, (3) the role and responsibilities each will have in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

Provide a description of the experience and qualifications of all lead personnel, including brief resumes if necessary.

References (Up to 2 Pages)

Reference checks, including, but not limited to prior clients as indicated RFP Section 3, are required and will be used to confirm the applicability of Proposer experience in providing the desired services, the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets, Proposer's problem-solving, project management and communication abilities, and performance on deliverables and outcomes.

Separate references will be required for the Project Manager. If reference checks result in a finding that information included in a Prior Project Description or elsewhere in the proposal is untruthful, then OCII will reject the proposal.

Price Proposal

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

Please provide a fee proposal in a separate electronic folder or sealed envelope that includes the following:

Total fee for each of the disciplines/deliverables identified in the Scope of Work with a not-to-exceed figure; and

Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

Seven copies of the Proposals and all required submission elements must be received at OCII's office no later than 4:00 p.m. **September 14, 2018**. Deliver proposals marked "**Infrastructure Engineering Support Services**" to the attention of:

Phil Millenbah
Development Specialist
Office of Community Investment and Infrastructure
1 South Van Ness Avenue, Fifth Floor
San Francisco, CA 94103
Telephone: 415 749-2508

OCII will disqualify from consideration any Proposals received with insufficient copies or lacking all or part of any required submission element.

Hand delivery is advised. Submissions delivered by facsimile or electronic mail will not be considered. Applicants may submit a Proposal at any time prior to the submission deadline.

VII. AGREEMENT TO COMPLY WITH AGENCY POLICIES

Each Applicant shall acknowledge receipt and understanding of the following OCII's contracting requirements and policies and state its ability and willingness to comply with each of them:

A. Small Business Enterprise Program

The Office of Community Investment and Infrastructure (Successor to the San Francisco Redevelopment Agency) (OCII) has a Small Business Enterprise (SBE) Program which is applicable to this project and has established the 50% SBE participation goal for Professional Service and Construction contracting. First consideration shall be given in the following order:

- 1) SBEs in the zip code areas 94124, 94107 and 94134
- 2) San Francisco-based SBEs
- 3) Non-San Francisco-based SBEs should be used to satisfy participation goals only if San Francisco-based SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non San Francisco-based SBEs.

As of March 2012, the Office of Community Investment and Infrastructure (OCII) no longer directly certifies SBEs. However, OCII will honor firms certified with the City and County of San Francisco as a Local Disadvantaged Business Enterprises (LBEs) that are consistent with the SBE certification standards. In order to be recognized as an economically disadvantaged SBE, the business must have an average gross receipt income based on the three most recent tax returns that does not exceed \$2.5 Million Dollars for professional services.

OCII will accept the information on documented small economically disadvantages businesses (SBE, MBE and WBE) certifications from the following jurisdictions: State of California--Small Business Enterprises (SBE), Federal and any other local jurisdiction. Staff will make the final determination on the consistency of the certification standards and acceptance or denial of certifications listed above.

The selected firm must sign the Small Business Agreement. See Attachment #1.

To search for certified LBEs, please visit the following site: http://mission.sfgov.org/hrc_certification. For more information on the LBE certification process with the City and County of San Francisco, please visit the following site: <http://sfgov.org/cmd/lbe-certification>.

Please contact Bruk Solomon, Contract Compliance Specialist for additional information at bruk.solomon@sfgov.org.

B. Applicant's Duty of Loyalty

Applicant for itself and its subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Contractors) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by OCII, no present or former employee, Commissioner or Contractor of OCII shall knowingly act for anyone other than OCII in connection with any particular matter in which OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII employee, Commissioner or Contractor whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, Contractor or Commissioner may, in the case of an employee or Contractor, be grounds for discharge or termination of the Contractor contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

C. Limitations on Contributions

Through execution of this Agreement, Applicant acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the Agency for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) the Mayor or members of the Board of Supervisors, (2) a candidate for Mayor or Board of Supervisors, or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Applicant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Applicant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Applicant's board of directors; Applicant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Applicant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Applicant. Additionally, Applicant acknowledges that Applicant must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Finally, Applicant agrees to provide to OCII the names of each member of Applicant's board of directors; Applicant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Applicant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Applicant.

D. Nondiscrimination in Contracts and Benefits

OCII has established a policy prohibiting discrimination in contracting, which includes a prohibition on discrimination in providing benefits between employees with spouses and employees with domestic partners.

The Applicant shall complete **Attachment #3**. Entities that have received certification from the San Francisco Human Rights Commission regarding their compliance with the Equal Benefits Ordinance of the City and County of San Francisco will be deemed in compliance with OCII's policy. For further information, see instructions contained in **Attachment #2** or contact OCII's Contract Compliance Department at 415-749-2400.

E. Minimum Compensation Policy and Health Care Accountability Policy

OCII has adopted a Minimum Compensation Policy ("MCP") for all contractors under personal services contracts that require the payment of a minimum level of compensation to employees (**Attachment #4**). In addition, the Health Care Accountability Policy ("HCAP") requires that contractors offer certain health plan benefits to their employees or participate in a health benefits program developed by the City's Department of Public Health, or make a payment in lieu of such benefits to the City's Department of Public Health (**Attachment #5**).

The Applicant shall either submit a completed MCP Declaration Form and HCAP Declaration Form or state its intent to comply with these OCII policies.

F. Insurance (see **Attachment 8**, Personal Services Contract Section 10. for more detail)

The selected Applicant must procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under the OCII contract by the contractor, its agents, representatives, employees or subcontractors.

Unless otherwise approved by OCII, the selected applicant must maintain insurance with an insurance company that has an A.M. Best rating of A:VII with the following coverages and limits:

Applicant must maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage

- **Workers' Compensation and Employer's Liability:** Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees).
- **Professional Liability Insurance:** \$2,000,000 per claim and in the annual aggregate. If the Contractor's Professional Liability Insurance is "claims made" coverage, these minimum limits shall be maintained by the Contractor for no less than five (5) years beyond completion of the Scope of Services.

G. Indemnity

To the fullest extent allowable by law, selected Applicant will be required to hold harmless, defend at its own expense and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising directly or indirectly from all acts or omissions to act of Applicant or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's gross negligence or willful acts and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its officers, agents or employees. In addition to Applicant's obligation to indemnify Agency, Applicant specifically acknowledges and agrees that it has an immediate and independent obligation to defend Agency from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Applicant by Agency and continues at all times thereafter. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8.

H. Disclosure Questions

Each Applicant shall Complete **Attachment #6**, Disclosure Questions, and submit the completed form as part of its Proposals.

I. Certification of Applicant

The selected Applicant shall certify under penalty of perjury under the laws of the State of California that all the information provided in the Proposals is true and correct (**Attachment #7**).

VIII. ADDITIONAL TERMS AND CONDITIONS

A. Personal Services Contract

The selected Applicant will be required to enter into a Personal Services Contract with the Agency (**Attachment #8**). The contractor will be required to comply with all of the

provisions of the personal services contract, including, but not limited to, OCII's policies and provisions regarding indemnification, insurance, small business enterprise requirements, and non-discrimination in employee benefits and hiring.

B. Contractor Expenses

Applicants responding to this RFP do so at their own expense. OCII will not consider any contractor costs related to this RFP or to negotiating a Personal Services Contract as reimbursable or as eligible costs under the contract.

C. Agency Right to Modify or Suspend RFP

OCII, through its Executive Director, reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the selection process, including, but not limited to this RFP, and all or any portion of the contractor selection process in or subsequent to the RFP; to obtain further information from any contractor, to waive any defects as to form or content of the RFP or any other step in the selection process; to reject any and all responses submitted; to reissue the RFP; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all, or none of the respondents to this RFP as to fees, scope of services, or any other aspect of the RFP or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any Applicant for entry into a Personal Services Contract.

D. Claims Against OCII

Each applicant by responding to this RFP, waives any claim, liability or expense whatsoever against OCII and its respective officers, commissioners, employees and agents by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of OCII, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

E. Conflict of Interest

Applicant understands that its professional responsibility is solely to OCII. Applicant warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Applicant shall not knowingly employ, and shall take reasonable steps to ensure that it does not employ, a person having such an interest in the performance of this Agreement. If after employment of a person, Applicant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Applicant shall promptly remove that person from the performance of any and all aspects of this Agreement. Applicants already under contract with OCII or the City are encouraged to respond to this RFP provided that Applicant, if awarded the Agreement, can demonstrably ensure that persons performing in this Agreement do not possess a conflict. OCII reserves the right to exclusively determine whether a conflict exists.

IX. ATTACHMENTS

Attachment #1:	Small Business Enterprise Agreement
Attachment #2:	Small Business Enterprise Policy
Attachment #3	Declaration of Nondiscrimination in Contracts and Benefits and Instructions
Attachment #4:	Minimum Compensation Policy Declaration
Attachment #5:	Health Care Accountability Policy Declaration
Attachment #6:	Disclosure Questions
Attachment #7:	Statement of Compliance with OCII Policies & Certification of Applicant
Attachment #8:	Form of Personal Services Contract
Attachment #9:	RFP Registration Form
Attachment #10:	Interagency Cooperation Agreement