OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

Request for Proposals (RFP)

INFRASTRUCTURE ENGINEERING SUPPORT SERVICES

RFP Available
October 14, 2014

Deadline for Submission
November 18, 2014

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

Contact: Kevin Masuda
(415) 749-2508
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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 (“DPW”), is soliciting proposals from experienced firms (“Consultant” or “Applicant”) to provide technical support on an “as-needed” basis in the review and implementation of various maps, infrastructure system design, construction support, acquisition, and acceptance (“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 a third party Consultant to be hired to assist City and OCII staff with efficiently fulfilling their respective obligations for expeditiously, in coordination with DPW, processing permits related to the implementation of the Project. OCII will select a Consultant 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 RFP), OCII staff will recommend a Consultant for approval by the OCII Commission (“Commission”). This opportunity for a personal services contract (“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

Although the State dissolved SFRA in 2012, the State determined finally and conclusively that the Project is an enforceable obligation under Redevelopment Dissolution Law.

The Hunters Point Shipyard (“Shipyard”), a former naval base, is a master-planned community of approximately 500 acres located along the southeastern waterfront of San Francisco. The Board of Supervisors originally adopted the Hunters Point Redevelopment Plan in 1997 and later amended it to provide for the integrated planning and development of the Shipyard and Candlestick Point (approximately 280 acres) of the Bayview Hunters Point Redevelopment Project Area – together approximately 780 acres. A portion of the project area is controlled by the U.S. Navy (the “Navy”) and subject to remediation prior to transfer. Redevelopment of the property will occur in phases.

Pursuant to a 2003 Disposition and Development Agreement (“Phase 1 DDA”) between SFRA, now OCII, and the master developer, Lennar Urban (the “Developer”), The Developer is currently completing the infrastructure for the first phase of the Shipyard’s redevelopment (“Phase 1”), which will ultimately include up to 1,500 homes, 27% to
40% of which will be affordable, and 26 acres of open space. The first residential units are anticipated to be available by the end of 2014.

Pursuant to a 2010 disposition and development agreement (“CP/Phase 2 DDA”), The Developer will also develop the remaining portion of the Shipyard development and also Candlestick Point area as one development project (“Phase 2”). The agreement for the Phase 2 program provides for an additional 10,500 new housing units to be located at Shipyard and Candlestick Point, 32% of which will affordable, including the rebuilding of the Alice Griffith Public Housing development consistent with the City’s HOPE SF program and pursuant to a Choice Neighborhood Initiatives Grant (the “CNI Grant”) provided by the U.S. Department of Housing and Urban Development wherein a portion of Alice Griffith horizontal infrastructure and vertical development must be completed by September 30, 2016. The Phase 2 program additionally includes approximately 4.5 million square feet of commercial and retail uses, 100,000 square feet of community uses, and 326 acres of parks and open space. Additional detail on the development program and other project background documents are available on the Hunters Point Shipyard page of OCII’s website: sfocki.org.

II. IMPORTANT DATES AND SUBMISSION PROCESS

A. Important Dates

Proposals are due by 4:00 p.m., November 18, 2014.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP available at OCII</td>
<td>October 14, 2014</td>
</tr>
<tr>
<td>Pre-submission meeting at OCII</td>
<td>November 3, 2014</td>
</tr>
<tr>
<td>Deadline for questions and requests for additional information</td>
<td>November 11, 2014</td>
</tr>
<tr>
<td>Submission deadline for Proposals</td>
<td>4:00 p.m., November 18, 2014</td>
</tr>
<tr>
<td>Applicant Selection (interviews may be conducted)</td>
<td>Week of December 1, 2014</td>
</tr>
<tr>
<td>Commission consideration</td>
<td>January 2015</td>
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*All dates subject to change

B. Pre-Submission Meeting

A pre-submission meeting will be held at OCII, 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.
C. 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:

Kevin Masuda  
Office of Community Investment and Infrastructure  
1 South Van Ness Avenue, Fifth Floor  
San Francisco, CA 94103  
Telephone: 415 749-2508  
E-Mail: Kevin.Masuda@sfgov.org

D. 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.

E. Submission Time, Place, Date, Contact

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

November 18, 2014 at 4:00 p.m.  
to  
Office of Community Investment and Infrastructure  
Attn: Kevin Masuda  
1 South Van Ness Avenue, Fifth Floor  
San Francisco, California 94103  
Telephone: 415 749-2508

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:

A. Key Parties and Their Roles

<table>
<thead>
<tr>
<th>PARTY</th>
<th>ROLE IN DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of Community Investment &amp; Infrastructure (“OCII”)</td>
<td>Facilitate overall implementation of the redevelopment plans having authority, rights, powers and duties over land use, financing, plan documents, and the adopting and amending</td>
</tr>
</tbody>
</table>
### B. The Disposition and Development Agreement

The first 75 acres was conveyed by the Navy to OCII in March 2004. In accordance with the Phase 1 DDA, in December 2005 OCII transferred the development lots to The Developer, and OCII retained lands for streets, public open space, and affordable housing.

The Phases 1 and 2 DDAs include conceptual level frameworks for the infrastructure build-out strategy and planning called the “Infrastructure Plans.” Both Phase 1 and Phase 2 were adopted by the City however, Phase 2 Infrastructure Plans are being updated. 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, low pressure water system and recycled water systems), dry utility layouts, sea level rise improvements, location and improvements for parks and open space, and storm drainage, and stormwater treatment.

Furthermore, the DDAs are structured so that The Developer is responsible for the planning, investigations, explorations, design, engineering, and construction of the infrastructure needed for development. The Developer also manages the schedule and the pace of development required to meet the project’s schedule of performance, included in the DDAs. To ensure that the Project be completed in compliance with the schedule 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 provides for DPW’s obligation to review and approve subdivision mapping, Street Vacations, Public Improvement Agreements, Improvement Permits, Determination of Completeness (“DOC”), Acceptance submittal to the Board of Supervisors as well as Acquisition of public infrastructure. The ICA is included with this RFP as an attachment. In addition, the
ICA’s Infrastructure Plan establishes the design and construction standards, performance criteria and specifications regarding the Developer’s responsibility for public infrastructure within the Project.

The DRDAP provides for expedited review of Major Phases, Sub-Phases and Vertical Application. OCII will need technical assistance in the review of these documents and the third-party professional will be required to assist with review of the associated documents accompanying the Applications. The DRDAP describes the process by which OCII and relevant City departments are to consider submittals and applications for the Streetscape Master Plan, Signage Plan, Major Phase, Sub-Phase and Vertical Applications. The DRDAP also describes what the Developer must submit during each step of the approval process, the time period for OCII to review complete submissions, and the process for other City agencies to comment on design matters. The DRDAP is included with this RFP as an attachment.

To help implement the Project with respect to the ICA and DRDAP, OCII contracts directly with DPW, the customary 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, DPW assists The Developer and OCII in obtaining regulatory approvals and other entitling approvals and agreements.

C. Basis for RFP

The basis for this RFP is from Section 3.4 of the ICA, Expeditious Processing of Approvals, (a) Expeditors, (i) DPW 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.

D. Existing Conditions for Streets and Utility Systems

Commencing after the execution of the Phase 1 DDA in 2003, The Developer and its team of consultants have been investigating existing conditions with the Navy’s infrastructure systems. Tenants of both the Navy and OCII are spread across the Shipyard. After careful review, The Developer determined that it would not reuse any of the existing systems; however; certain systems would be used in the interim condition. Because the Navy’s utility systems will not be reused in the new development, but still needed in the interim, the old and the new systems are in certain cases dependent upon one another. There is cooperation between the Navy and OCII to minimize disruptions when relocations or shut downs are necessary. OCII works very closely with the Navy as they continue their clean-up efforts.

The Candlestick Point area will have most of its utility systems and streetscape elements replaced with new, with the exception of some of the boundary areas being tied into the existing streets or existing utility systems network.

E. 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 2005, The Developer began to prepare Phase 1 by demolishing 65 buildings and structures, pavements, and underground utility systems. In 2007, The Developer began to repair, grade, and support the site moving over 1,000,000 cubic feet of earth and built 10,000 lineal feet of retaining walls. In 2008, The Developer began installation of the wet utility systems including water, sewer, storm, and reclaimed water systems. In 2010, The Developer began installation of the dry utility systems, roads, and streetscape. Approximately 60-70 percent of this work is complete, and vertical development of over 250 units is currently underway.

In Phase 2, The Developer is currently undertaking soils surcharging activities as part of the initial sub-phase development of the replacement of the Alice Griffith Public Housing project at Candlestick Point and is anticipated to begin construction of the infrastructure network in October 2014. The Developer’s vertical development partner will begin construction of the first two buildings of Alice Griffith Housing at Candlestick Point to be completed by September 2016 to fulfill the CNI Grant deadline obligation.

IV. SCOPE OF SERVICES

A. Conceptual Planning

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 2013 addendum; the Bayview Transportation Improvement Project Environmental Assessment; the Design for Development documents; the Infrastructure Plans, the Subdivision Code and Regulations, the Streetscape Master Plans, and the Utility Master Utility Plans.

While all submittals, plans, and drawings are completed by the Developer and their consultants, items included in this task will include representing OCII and DPW in the review of Master Utility Plans, as well as the intermittent requirement that entitlement documents be updated to address unforeseen design considerations.

1. Become very familiar with the Project’s entitlement documents.

2. Represent OCII and DPW 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.

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.

B. 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.

C. Mapping

1. Assist in easements, encroachments, quiet title, McInerney, and other title issues.

2. Represent OCII and DPW 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 Map, Transfer Maps, Parcel Maps, and Lot Line Adjustments. Assist in preparing Public Improvement Agreements, Acquisition Agreements, encroachments, and other map related services as needed.

D. Land Transfers

1. Represent OCII and DPW 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.

E. Infrastructure Improvements

1. Support OCII and DPW’s 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; 30%, 65%, and 95% Improvement Plans; and permit applications. Work with the DPW 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 DPW 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.

5. Participate on behalf of OCII and DPW 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.

F. Infrastructure Construction

1. Represent OCII and DPW 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. Assist DPW in the review of Instructional Bulletins and deferral requests.

5. Assist DPW in the determination of bond reductions.

6. Assist DPW in determining completeness of public infrastructure systems.

7. Assist DPW in preparing any required Acceptance by the City’s Board of Supervisors.

8. Assist DPW in managing infrastructure reimbursements per the Acquisition Agreements and applications for Community Facilities District reimbursement.

G. Vertical Construction

1. Represent OCII and DPW 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.
2. Participate on behalf of OCII and DPW 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.

H. Consultant Office

The base project assumption envisions the selected Consultant will be located in the offices of the Department of Public Works with the Infrastructure Task Force. DPW will provide the following at no cost to the Consultant:

- Office/Cubical space
- Phone
- Copier/printer
- Computer: hardware, software, and internet connection
- Computer/IT support
- Office support staff and other office support

In the event that DPW cannot provide office space or items noted above, the proposal (refer to Submission Requirement #4) must include an hourly rate adjustment for this event (providing your own office, support, and equipment).

V. SELECTION PROCESS AND EVALUATION CRITERIA

A. Selection Process

1. Submissions of proposals by Applicants wishing to be considered by OCII to provide these services will be accepted at OCII’s offices until the date and time shown in Section II. A.

2. Submissions must be complete with seven (7) hard copies to be considered. No submissions received by facsimile or electronic mail will be considered. OCII staff will evaluate all submissions for completeness and minimum qualifications. Applicants may use the Submission Checklist (Attachment #9) as an aid in preparing the proposals. Please note that the Checklist is merely an aid. Each Applicant is solely responsible for ensuring that all information requested in Section VI. Submission Requirements is submitted even if it does not appear on the Checklist.

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 material regarding qualifications or submittals may be requested prior to or following interviews.

6. An Evaluation Panel comprised of community members, OCII staff, representatives from DPW and The Developer, will make a recommendation to the Commission based on evaluation of the Proposals, interviews (if held), and staff and its cost, and reference checks. 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 #7).

B. 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 10 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.

1. A description of the contractor’s qualifications and areas of specialty and professional expertise working on similar types of projects, highlighting San Francisco specific experience. Provide examples of projects required to obtain approvals through the City’s legislative process and other regulatory authorities.

2. Description and location of the projects, the scope of service provided on the project, the timeframe of the services, and any public agencies interfaced with. Please provide a contact with the public agencies for questions.

3. Resumes from key staff (that will/may be assigned to this contract) that lists and provides detailed descriptions of work performed in the last 10 years that is of a similar or related nature to the subject scope of services, providing the client name and contact information for each project. Applicants must notify OCII in writing within ten days of any change in the employment status of key employees identified in this submittal. Demonstrate how the current and projected workload allows for timely completion of the as-needed assignments.

4. A proposed staffing breakdown, with a projected monthly level of service to this project, hourly billing rates, any other fees, for a complete budget. Please indicate what the billing rate adjustment is in the event item in IV, H Consultant Office cannot be provided.

5. A maximum of five (5) references of previous/current clients should be provided.


7. A signed Declaration of Nondiscrimination in Contracts and Benefits (Attachment #2).

8. A signed Minimum Compensation Policy Declaration (Attachment #3).

9. A signed Health Care Accountability Declaration (Attachment #4).

10. Complete responses to all Disclosure Questions in Attachment #5.

11. A signed Statement of Compliance with Agency Policies & Certification of Applicant (Attachment #6).

12. Evidence of Compliance with the minimum OCII insurance requirements.

13. 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.
Seven copies of the Proposals and all required submission elements must be received at OCII’s office no later than 4:00 p.m. **November 18, 2014.** Deliver proposals marked “Infrastructure Engineering Support Services” to the attention of:

Kevin Masuda  
Senior Civil Engineer  
Office of Community Investment and Infrastructure  
1 South Van Ness Avenue, Fifth Floor  
San Francisco, CA 94103  
Telephone: 415 749-2508

A submission checklist is provided as **Attachment #9** to ensure that the Applicant’s submittal is complete. Please use this sheet when completing your submittal.

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**

OCII has adopted a Small Business Enterprise (“SBE”) Program, which establishes a 50% SBE participation goal on this contract. The Contractor must make good faith efforts to achieve this goal. In addition, OCII’s SBE Program provides first consideration in awarding contracts in the following order: (1) Project Area SBEs, (2) Local SBEs (outside an OCII project or survey area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs should be used to satisfy the participation goal 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. Further information on SBE Program requirements and the criteria for determining SBE eligibility is located in the SBE Agreement attached to this RFP as **Attachment #1**. For any questions, please contact Ray Lee, of the Agency’s Contract Compliance Department, at (415) 749-2400.

**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 Consultants) 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 consultant 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 consultant whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant 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 #2. 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 #3). 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 #4).

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 10, Form of 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, Applicant shall 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 contractor 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 Contractor’s obligation to indemnify Agency, Contractor 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 Contractor 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 consultant shall Complete Attachment #5, 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 #6).

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 #7). 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.

IX. ATTACHMENTS

Attachment #1: Small Business Enterprise Agreement
Attachment #2: Declaration of Nondiscrimination in Contracts and Benefits and Instructions
Attachment #3: Minimum Compensation Policy Declaration
Attachment #4: Health Care Accountability Policy Declaration
Attachment #5: Disclosure Questions
Attachment #6: Statement of Compliance with OCII Policies & Certification of Applicant
Attachment #7: Form of Personal Services Contract
Attachment #8: RFP Registration Form
Attachment #9: Submission Checklist Sheet
Attachment #10: Interagency Cooperation Agreement
   Exhibit A: Infrastructure Plan – CP/HPS Phase 2
Attachment #11: Design Review and Document Approval Procedure