

City and County of San Francisco

Request for Proposals for

**EMERGENCY AND NON-EMERGENCY
RESTORATION AND RECONSTRUCTION SERVICES**

For Litigation Purposes

CITY ATTORNEY'S OFFICE

CLAIMS DIVISION



Date issued:

April 8, 2019

DEADLINE FOR SUBMISSION:

5:00 p.m., MAY 31, 2019

City and County of San Francisco, Office of the City Attorney

**Request for Proposals for
EMERGENCY AND NON-EMERGENCY
RESTORATION AND RECONSTRUCTION SERVICES**

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CITY ATTORNEY'S OFFICE

I. INTRODUCTION AND SCHEDULE

A. General.

The Office of the City Attorney, City and County of San Francisco ("CAO"), is issuing this Request for Proposals ("RFP") in search of firms ("Proposer") to provide as needed emergency and non-emergency restoration and reconstruction claims investigation services including, but not limited to, fire, water, and waste water damage. Proposers must clearly identify each Task Area, as listed in Section II below, for which the Proposer is applying.

Proposals will be ranked according to the criteria detailed in Section VI. Multiple contracts may be awarded in each Task Area. The initial term of each contract will be five (5) years ("Master Agreement"), with one (1) option to extend the term for three (3) additional years. Throughout the course of each Master Agreement the CAO will monitor each contractor's performance and reserves the right to alternate contractors for non-performance.

Firms that currently provide emergency and non-emergency services for the CAO must respond to this RFP and qualify in order to continue their work for the CAO. The CAO is not guaranteeing any amount of work to any selected firm.

The CAO will assign Master Agreement work by Task Order. When requested to provide services for a specific Task Area, the CAO will provide the contractor with a Task Order. In response, the contractor will prepare a detailed scope of work and cost estimate to complete each Task Order. All costs associated with the development of the detailed scope of work shall be borne by the contractor. After the contractor prepares a detailed scope of work and cost estimate, the CAO and contractor will negotiate a not-to-exceed Task Order amount and schedule. Throughout the course of each Master Agreement, the CAO will monitor each contractor's performance and reserves the right to alternate providers for non-performance.

This RFP is subject to the fiscal provisions, contracting, and regulatory processes of the City including, but not limited to the provisions of the City's Charter and Administrative Code. The City is not obligated to award a contract under this RFP and specifically reserves the right to terminate or withdraw this RFP, at any time for any reason or no reason. The City accepts no financial responsibility for costs incurred by the Proposers in responding to this RFP.

The City intends to award these contracts to Proposers that it considers will provide the best overall as needed emergency and non-emergency restoration and reconstruction services. The City reserves the right to accept other than the lowest priced offered and to reject any proposals that are not responsive to this request.

B. Schedule.

The following schedule sets forth the timetable for the selection of contractors.

Issuance of this RFP	April 8, 2019
E-Question Period	April 8, 2019 - May 10, 2019
Submission Deadline	May 31, 2019

C. Contractors Unable to do Business with the City

1. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

2. Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

II. TASK AREAS

The following are the Task Areas for which the City is soliciting proposals. Proposers must clearly identify *by number and title*, each Task Area or Task Areas for which the Proposer is applying:

Task Areas:

IMMEDIATE RESPONDERS: Capable Of Being On Site Within One Hour of Emergency Service Call:

1. **Emergency Remediation and Claim Validation Services**
 - Catastrophe response
 - on-call 24 hours a day, 7 days a week
 - on site within *1.5 hours* of an emergency service call
 - Water and/or sewage extraction
 - Drying
 - Cleaning
 - Sanitizing
 - Deodorizing
 - Mold and Environmental remediation
 - Fire and smoke restoration
 - Damage verification and itemization of total and partial loss items
 - Damage documentation, video, and photography
 - Emergency flood response, including but not limited to sandbagging and installation of emergency fencing
2. **Relocation Services**
 - Catastrophe response
 - on-call 24 hours a day, 7 days a week
 - on site within *1.5 hours* of an emergency service call
 - Contents Pack-Out,
 - Storage
 - Cleaning services
 - Relocation services (temporary and long term housing)
3. **Hazardous Material Testing and Removal**
 - Catastrophe response
 - on-call 24 hours a day, 7 days a week
 - on site within *1.5 hours* of an emergency service call

4. Failure Analysis

-Catastrophe response

- on-call 24 hours a day, 7 days a week
- on site within **1.5 hours** of an emergency service call

-Licensed engineering expertise qualified to determine the cause(s) of failures, including but not limited to pipe breaks, flooding, landslides, and structural collapses.

SHORT TERM RESPONDERS: Capable Of Being On Site Within One Day of Emergency Service Call:

5. Claims Consultant/Forensic Account (CPA preferred, but not required)

-Catastrophe response, remediation, and analysis

- on-call 7 days a week
- on site within one day of an emergency service call

6. Geotechnical Engineer, Active California Professional Engineering License

-Catastrophe response and analysis

- on-call 7 days a week
- on site within **one day** of an emergency service call

7. Structural Engineer, Active California Professional Engineering License

-Catastrophe response and analysis

- on-call 7 days a week
- on site within **one day** of an emergency service call

8. Architect, Active California License

-Catastrophe response, remediation, and analysis

- on-call 7 days a week
- on site within **one day** of an emergency service call

9. General Contractor, Class B License

-Catastrophe response and repairs

- on-call 7 days a week
- on site within **one day** of an emergency service call

-Emergency shoring

-Structural repairs of every kind

-Cosmetic repairs of every kind

10. Certified Industrial Hygienist

-Catastrophe response, remediation, and analysis

- on-call 7 days a week
- on site within **one day** of an emergency service call

-Remediation of all types of microbial contamination, including disinfection

-Remediation of waste water and other bacterial contamination, including disinfection

-Laboratory analysis

-Preparation of remediation scope, plans and specifications

-Post remediation inspection services

11. Certified Arborist

-Catastrophe response, remediation, and analysis

- on-call 7 days a week
- on site within **one day** of an emergency service call

-Analysis and testing of tree age and viability

-Tree care and consulting

-Tree removal

-Tree preservation

-Tree hazard assessments

- Tree reports
- Tree consultations
- Tree inventories
- Long term maintenance / replacement plans
- Tree protection plans
- Pest and disease diagnosis
- Tree planting

ADDITIONAL RESPONDERS: Capable Of Being On Site Within One Week of Emergency Service Call:

12. **Real and Personal Property Damage/Repair Cost Estimator:** Including inventories, documentation, and repair estimates for structural, cosmetic, and/or other repairs to real property, and repairs to personal property of every kind and nature, intended to assist the City in determining the dollar value, if any, of third-party damages, with photographic, video, and written documentation of all estimated items of repair.
13. **Personal Property Appraiser:** Including inventories, documentation, and appraisals of art, electronics, furniture, clothing, and personal effects of every kind and nature, intended to assist the City in determining the dollar value, if any, of third-party damages, with photographic, video, and written documentation of all appraised items.
14. **Accident Reconstructionist:** Including computer generated animation and/or other graphic illustration of the event(s) causing the need for emergency mitigation services, intended to assist the City in determining the cause of the event and the resulting third-party damage, if any.
15. **Storage Company:** Including short and long term personal property storage.

III. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposals must be received by **5:00 p.m., on May 31, 2019**. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with or mailed to:

**Matthew J. Rothschild
Chief of Claims Division
City Attorney's Office
1390 Market Street, 7th Floor
San Francisco, CA 94102**

Other means of transmission (including facsimile) will not be accepted. Late submissions will not be considered.

B. Format

The proposal may not exceed 15 pages and must be typed on white, letter-sized recycled paper, with double-sided print to the maximum extent practical, with each copy bound individually. To respond to this RFP, a candidate must submit one (1) electronic pdf copy on CD or DVD; and three (3) hard copies of its proposal in a sealed envelope that is clearly marked **Emergency and Non-Emergency Mitigation Services For Litigation Purposes** on or before the **5:00 p.m., May 31, 2019** submission deadline.

IV. MINIMUM QUALIFICATIONS

Each proposal must demonstrate that the Proposer meets the following minimum qualifications. Minimum Qualifications are “Yes/No” questions that will be scored by staff. **Proposer’s responses must be included on Appendix B – MINIMUM QUALIFICATIONS.**

A Proposal that does not satisfy the minimum qualifications will be deemed non-responsive and will not be scored.

1. **Primary Business.** The Proposer must be capable of providing emergency and/or non-emergency mitigation in the Bay Area within the time frame identified for *each* proposed Task Area, as specified in Section II of this RFP.

Yes____; No _____

2. **Good Standing, Licenses, Etc.** The Proposer must be a validly existing legal entity, qualified to do business and in good standing in the State of California. In addition, the Proposer must have all necessary licenses, approvals and authorizations, if required, for *each* proposed Task Area.

Yes____; No _____

3. **Other City Contracting Requirements.** The Proposer must be willing and able to comply with the City contracting requirements set forth in Section IX of this RFP.

Yes____; No _____

4. **Years of Experience.** The Proposer must have at least three (3) years of experience providing emergency and/or non-emergency services to private, public, or governmental entities.

Yes____; No _____

5. **Staffing and Equipment.** The Proposer must have management, personnel, and equipment sufficient in number, availability and qualifications to perform work in *each* proposed Task Area.

Yes____; No _____

V. WRITTEN PROPOSAL CONTENT

Firms interested in responding to this RFP must submit the following information, in the order specified below, labeled and indexed. Firms will receive one score set. A sample score sheet is attached as Appendix C.

1. **Executive Summary (no points):** An executive summary signed by a person authorized by the Proposer to obligate Proposer to perform the commitments contained in the proposal. The letter should include the name, title, address, telephone number, and email address of the person identified as the Proposer’s authorized representative with respect to all communications relating to this RFP.

Please include a description of the Proposer's organizational structure (e.g., corporation, partnership), the jurisdiction in which the Proposer is organized and date of such organization, and a description of the Proposer's primary business.

2. **Experience (30 points).** A description of all relevant past and present experience and credentials pertaining to emergency and non-emergency mitigation services that demonstrate the Proposer's ability to perform the necessary services for *each proposed Task Area*.

3. **Previous Work, Including Public Agency Work (20 points)** A description of previous work experience providing similar services *for each proposed Task Area*, during the past five (5) years.

4. **Key Personnel (10 points).** Relevant experience of the key personnel who will be performing the work, including the length of tenure and previous employment of such individual(s), *for each proposed Task Area*.

5. **References (10 Points):** At least one (1) client reference for work performed within the past five (5) years for *each* proposed Task Area, including:

- Client's name and address;
- Contact person;
- Title of contact person;
- Telephone number;
- Dates services provided;
- Brief description of work completed for the client;
- A statement of express permission for the City to contact any identified previous client and request information on the performance of the Proposer.

Fee Schedule (30 points): A 2019-2020 fee schedule including the hourly rates for all team members for *each* proposed Task Area. The selected Proposers will be allowed to escalate billing rates annually at a rate not to exceed 3% per annum.

VI. EVALUATION AND SELECTION CRITERIA

The proposals will be evaluated by a selection committee comprised of persons with experience in emergency and non-emergency restoration and reconstruction claims investigation including, but not limited to, for fire, water, and waste water damage. *Each Proposer will receive one overall score set. Applying for multiple Task Areas will not increase a Proposer's score.* The CAO intends to evaluate the proposals generally in accordance with the criteria itemized below.

A. General Qualifications. [70 points]

1. Experience (30 points).
2. Previous Work, Including Public Agency Work (20 points).
3. Employee List (10 points).
4. References (10 Points):

B. Fee Schedule. [30 points]

For purposes of comparing prices, the CAO will consider the *average blended rate* of the three lowest responsible responsive Proposers' hourly rates for each Task Area to be the *Baseline Rate*. Proposals within 25% of the Baseline Rate will receive 30 points. Proposals whose rates exceed 25% of the Baseline Rate will receive 0 points.

The CAO will select Proposers with whom to commence contract negotiations. The selection of any proposal shall not imply acceptance by the CAO of all terms of the proposal, which may be subject to further negotiations and approvals before the CAO may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, the CAO in its sole discretion may terminate negotiations.

VII. E-QUESTION SESSION

Firms can e-mail questions concerning the specifics of the RFP and/or any of Task Area. The E-Question session shall begin **April 8, 2019** and run through **May 10, 2019**. The questions will be answered by CAO staff. This is the only opportunity for Proposers to ask substantive questions about the RFP. All questions are to be directed to the following e-mail address: matthew.rothschild@sfcityattys.org.

NOTE: All E-Question emails must include the subject line: Emergency RFP E-Question. E-Questions submitted without that subject line may not be deemed submitted and risk not being answered.

VIII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the CAO, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the CAO promptly after discovery, but in no event later than five (5) working days before the date for receipt of proposals. Modifications and clarifications will be made by addenda.

B. Notification Regarding RFP

Notification regarding any ambiguity, discrepancy, omission, or other error in the RFP, must be directed to:

Matthew J. Rothschild,
matthew.rothschild@sfcityatty.org

C. Objections to RFP Terms

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

An Objection must be in writing and must be received by the CAO no later than 5:00 p.m. on the 5th working date before the deadline for proposal submittal (as that deadline may be adjusted by Addenda).

Objections must be delivered to:

Matthew J. Rothschild,
matthew.rothschild@sfcityatty.org

The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer. Objections not received within the time and manner specified will not be considered. A Proposer's failure to provide the CAO with a written Objection as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings. A Proposer may not rely on an Objection submitted by another Proposer, but must timely pursue its own Objection.

D. Addenda

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

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Proposal

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

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code.

City law bans persons who are seeking or recently entered into government contracts from making contributions to certain candidates for City elective office. The ban applies when:

1. The City, a state agency on whose board an appointee of a City elective officer serves, the Unified School District, or the Community College District is a party to a contract,
2. The contributor is a party to the contract or is an affiliate (see discussion below) of a party to the contract;
3. The contract or series of contracts in the same fiscal year has a ***total anticipated or actual value of \$100,000 or more in a fiscal year.***

If these three conditions are met, then the contributor is prohibited from making a contribution to the candidate. This applies from the time that the contractor submits a proposal to the City to become a party to the contract until either (a) negotiations regarding the proposal terminate (and the contractor is not awarded the City contract), or (b) twelve months have passed since the contract was approved.

Affiliates of a contractor are the entity's directors, principle officers (including its chairperson, chief executive officer, chief financial officer, chief operating officer, or any similar position), individuals or entities holding a share of the organization of ten percent or greater, and any subcontractor listed on the organization's bid for a City contract.

See San Francisco Campaign and Governmental Conduct Code § 1.126.

J. Sunshine Ordinance

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

K. Public Access to Meetings and Records

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

L. Reservations of Rights by the City

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

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

M. No Waiver

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

IX. CONTRACT REQUIREMENTS

A. Standard Contract Provisions

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

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§ 34 in the Agreement); the Minimum Compensation Ordinance (§ 43 in the Agreement); the Health Care Accountability Ordinance (§ 44 in the Agreement); the First Source Hiring Program (§ 45 in the Agreement); and applicable conflict of interest laws (§ 23 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

The successful proposers will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or

leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at www.sfhrc.org.

C. Minimum Compensation Ordinance (MCO)

The successful proposers will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the contractual requirements of the MCO, see § 43 in the Agreement.

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

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

D. Health Care Accountability Ordinance (HCAO)

The successful proposers will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

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

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

X. PROTEST PROCEDURES

A. Protest of Proposal Rejection

After receipt of proposals, the CAO will conduct an initial screening of submitted proposals. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or the Proposer is not responsible (i.e., fails to meet minimum qualifications set forth in the RFP), then the CAO will issue a Preliminary Notice of Proposal Rejection to the applicable Proposer(s). If a Proposer believes that the CAO has unfairly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five (5) working days of the CAO's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the CAO on or before the fifth (5th) working day following the CAO's issuance of the Preliminary Notice of Proposal Rejection. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the CAO to determine the validity of the protest.

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

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

Protests not received within the time and manner specified will not be considered.

If a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner specified, above, then the CAO's determination set forth in the Preliminary Notice will become final. A Proposer's failure to protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

B. Protest of Agreement Award

After completion of the Proposal Evaluation Process, and promptly after Proposer rankings are finalized, the CAO will issue a written notice of intent to award the contract.

Within five (5) working days of the date of the CAO's notice of intent to award the contract, any Proposer who submitted a responsive proposal that was evaluated during the Proposal Evaluation Process and believes that the CAO has unfairly selected another Proposer for award may submit a written notice of protest.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the CAO to determine the validity of the protest. All protests must be received by the CAO on or before the fifth (5th) working day following the date of the CAO's notice of intent to award the contract. The Proposer submitting the Protest must concurrently transmit a copy of the initial Protest document and any attached documentation to the other Proposer(s) who may be adversely affected by the outcome of the Protest.

The CAO will provide protested Proposers with five (5) working days from their receipt of the protest to submit a written response to the protest.

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

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

Protests not received within the time and manner specified will not be considered.

A Proposer may not rely on a Protest submitted by another Proposer, but must timely pursue its own protest.

The procedures and time limits set forth in this Paragraph are mandatory and are a Proposer's sole and exclusive remedy in protesting Agreement award to another Proposer. Failure to comply with these protest procedures shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

C. Delivery of Protests and Responses to Protests

If a protest or response to a protest is mailed, the protestor or protested Proposer bears the risk of non-delivery within the deadlines specified above. Protests and responses to protests should be transmitted by a means that will objectively establish the date the City received the protest or response. Protests, notice of protests, and responses to protests made orally (e.g., by telephone) will not be considered. Protests and responses to protests must be delivered to:

**Matthew J. Rothschild
Chief of Claims Division
City Attorney's Office
1390 Market Street, 7th floor
San Francisco, CA 94102
matthew.rothschild@sfcityatty.org**

APPENDIX A - STANDARD FORMS

Before the City can award any contract to a contractor, that contractor must file three standard City forms (items 1-3 on the chart). Because many contractors have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the RFP package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a contractor has already filled out items 1-3 (see note under item 3) on the chart, **the contractor should not do so again unless the contractor’s answers have changed.** To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller’s Office at (415) 554-6702.

If a contractor would like to apply to be certified as a local business enterprise, it must submit item 4. To find out about item 4 and certification, the contractor should call Human Rights Commission at (415) 252-2500.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification http://sfgsa.org/index.aspx?page=4762 www.irs.gov/pub/irs-fill/fw9.pdf	W-9	The City needs the contractor’s taxpayer ID number on this form. If a contractor has already done business with the City, this form is not necessary because the City already has the number.	Controller’s Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration http://sfgsa.org/index.aspx?page=4762	P-25	All contractors must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as “conducting business in San Francisco” must register with the Tax Collector	Controller’s Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
3.	S.F. Administrative Code Chapters 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits http://sfgsa.org/index.aspx?page=6058	CMD-12B-101	Contractors tell the City if their personnel policies meet the City’s requirements for nondiscrimination against protected classes of people, and in the provision of benefits between employees with spouses and employees with	Contract Monitoring Division 30 Van Ness, Suite 200 San Francisco, CA 94102-6020 (415) 581-2310

RFP for Emergency and Non-emergency Restoration and Reconstruction Services

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	In Vendor Profile Application		domestic partners. Form submission is not complete if it does not include the additional documentation asked for on the form. Other forms may be required, depending on the answers on this form. Contract-by-Contract Compliance status vendors must fill out an additional form for each contract.	

Where the forms are on the Internet

Office of Contract Administration

Homepage: www.sfgov.org/oca/
 Purchasing forms: Click on “Required Vendor Forms” under the “Information for Vendors and Contractors” banner.

Contract Monitoring Division (“CMD”)

CMD’s homepage: <https://sfgov.org/cmd/>
 Equal Benefits forms: Click on “Forms” under the “Equal Benefits” banner near the bottom.

APPENDIX B - MINIMUM QUALIFICATIONS

Each proposal must complete Appendix B – MINIMUM QUALIFICATIONS and must demonstrate that the Proposer meets the following minimum qualifications. Minimum Qualifications are “Yes/No” questions that will be scored by staff. A Proposal that does not satisfy the minimum qualifications will be deemed non-responsive and will not be scored.

1. **Primary Business.** The Proposer must be capable of providing emergency and/or non-emergency mitigation in the Bay Area within the time frame identified for *each* proposed Task Area, as specified in Section II of this RFP.

Yes ____; No ____

2. **Good Standing, Licenses, Etc.** The Proposer must be a validly existing legal entity, qualified to do business and in good standing in the State of California. In addition, the Proposer must have all necessary licenses, approvals and authorizations, if required, for *each* proposed Task Area.

Yes ____; No ____

3. **Other City Contracting Requirements.** The Proposer must be willing and able to comply with the City contracting requirements set forth in Section IX of this RFP.

Yes ____; No ____

4. **Years of Experience.** The Proposer must have at least three (3) years of experience providing emergency and/or non-emergency services to private, public, or governmental entities.

Yes ____; No ____

5. **Staffing and Equipment.** The Proposer must have management, personnel, and equipment sufficient in number, availability and qualifications to perform work in *each* proposed Task Area.

Yes ____; No ____

APPENDIX C – SAMPLE SCORE SHEET

IDENTIFY Proposer: _____				
IDENTIFY Panel Member: _____				
SCORE SHEET		Check if Proposed		
PROPOSED TASK AREAS	Experience	Previous Work	Key Personnel	Reference
IMMEDIATE RESPONDERS: Capable Of Being On Site Within One Hour of Emergency Service Call:				
1. Emergency Remediation and Claim Validation Services				
2. Relocation Services				
3. Hazardous Material Testing and Removal				
4. Failure Analysis				
SHORT TERM RESPONDERS: Capable Of Being On Site Within One Day of Emergency Service Call:				
5. Claims Consultant/Forensic Account				
6. Geotechnical Engineer,				
7. Structural Engineer,				
8. Architect, Active California License				
9. General Contractor,				
10. Certified Industrial Hygienist				
11. Certified Arborist				
ADDITIONAL RESPONDERS: Capable Of Being On Site Within One Week of Emergency Service Call:				
12. Real & Personal Property Damage/Repair Cost Estimator:				
13. Personal Property Appraiser				
14. Accident Reconstructionist				
15. Storage Company				
WRITTEN PROPOSAL CONTENT	SCORE			
1. Experience (30 points). A description of all relevant past and present experience and credentials pertaining to emergency and non-emergency mitigation services that demonstrate the Proposer's ability to perform the necessary services for <i>each proposed Task Area</i> .	Points: _____ out of 30			
2. Previous Work, Including Public Agency Work (20 points) A description of previous work experience providing similar services <i>for each proposed Task Area</i> , during the past five (5) years.	Points: _____ out of 20			
3. Key Personnel (10 points). Relevant experience of the key personnel who will be performing the work, including the length of tenure and previous employment of such individual(s), <i>for each proposed Task Area</i> .	Points: _____ out of 10			
4. References (10 Points): At least one (1) client reference for work performed within the past five (5) years for <i>each</i> proposed Task Area, including: Name, Address, Contact Person, Title, Telephone Number, Dates, Description of Work, and Permission to Contact.	Points: _____ out of 10			

APPENDIX D – MASTER AGREEMENT