

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ 11-12: AS-NEEDED CONSTRUCTION AND PROJECT MANAGEMENT SERVICES FOR THE NORTH EMBARCADERO VISIONARY PLAN PHASE 1 PROJECT



General Services & Procurement

***San Diego Unified Port District
Procurement Services Section
1400 Tidelands Avenue
National City, CA 91950***

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ALL INQUIRIES REGARDING THIS RFQ SHALL BE DIRECTED TO:

**Marsha E. Rich, Contracts Administrator
Phone: (619) 686-8026 Fax: (619) 725-6014
marich@portofsandiego.org**

KEY RFQ DATES

Issued:	May 2, 2011
Information Exchange Meeting:	May 16, 2011 @ 9:00 a.m.
Submit Questions By:	May 26, 2011 @ 9:00 a.m.
Submit Proposals By:	June 15, 2011 @ 9:00 a.m.
Oral Interviews:	July 11 & 12, 2011
Board Award of Agreement:	September 13, 2011 @ 1:00 p.m.
Tentative Project Start Date:	September 27, 2011

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I. INTRODUCTION

A. District Background

The San Diego Unified Port District (commonly referred to as the "District") is a public benefit corporation established in 1962 by an act of the California State legislature and ratified by the voters of the five member cities of the District. The enabling legislation and subsequent amendments conveyed certain tide and submerged lands within San Diego Bay and the oceanfront within the City of Imperial Beach to a District administration to further the development of commerce, navigation, fisheries and recreation on behalf of the state of California, which owns these lands. The lands are conveyed to the District as a trustee of the state.

The District's five member cities are Chula Vista, Coronado, Imperial Beach, National City and San Diego. The District's jurisdiction covers waterfront property within these cities and approximately 2,500 acres of land and 3,400 acres of water.

Additional information about the District can be found by visiting its web site at <http://www.portofsandiego.org>

B. Project Background

This RFQ addresses project and construction management services for the project entitled "North Embarcadero Visionary Plan, Phase 1" (Project).

The North Embarcadero Visionary Plan (NEVP) is a comprehensive long-term land use plan for the San Diego waterfront from Seaport Village to Laurel Street. It is designed to revitalize San Diego's waterfront by turning it into a grand, active public precinct, re-establish connections to the City and surrounding neighborhoods, and create a variety of spaces to serve the needs of a diverse community.

The Phase 1 Project was designed in two sets of construction documents: West Broadway -- North Embarcadero Visionary Plan Phase 1A (in City of San Diego format), and North Harbor Drive Improvements -- North Embarcadero Visionary Plan Phase 1B. The Project is expected to bid as one construction contract this fall.

Phase 1A improvements include:

- Regrading and enhanced paving of West Broadway from the railroad to Harbor Drive; and
- Landscaped median with special light fixtures.

Phase 1B improvements include:



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- Realignment of North Harbor Drive and utilities from West Broadway to "B" Street with a transition back to the existing roadway to the north from "B" Street to Ash Street and to the south from West Broadway to "F" Street;
- The restriping of southbound lanes to provide a three-lane left turn to Grape Street and a single through lane with adjustments to signals and signage;
- Waterfront esplanade from the north side of the former Navy Pier to the south side of the "B" Street Pier, including pedestrian promenade, formal gardens, water quality band, enhanced paving, lighting and furnishings;
- Two unique shade pavilions with glass kiosks, walk-up café, visitor's information center and public restroom, all with architecture influenced by public art.

The current estimated construction cost of the Project is approximately \$20 Million.

The 90% plans and specifications for the Project are available for review at the designer's FTP site: <http://nevp.projectdesign.com/files/NEVP-Phase1-CM/> These documents are provided to assist the Proposer in responding to this RFQ.

II. SCOPE OF SERVICES

A. Description

1. Project specific Construction Management, (CM), services are those services which will be provided by the Consultant for the specific project described in a Task Authorization.
2. All Project Specific Services will be authorized by Task Authorization in accordance with the Agreement.

B. Project Specific Services

Project Specific Services may include those services further described below as designated in each Task Authorization:

1. Constructability Reviews

The Consultant may perform constructability and bidding feasibility reviews on assigned project based on project design drawing and specification



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packages, and bid schedules and documents as directed by the District Project Manager.

2. Interagency Coordination

- a. Maintain on-going interaction with the District, Centre City Development Corporation (CCDC) and the City of San Diego, and other agencies and individuals affected by the project.
- b. The Consultant may coordinate with the designated District staff to provide for continuous operation during all phases of project demolition.
- c. Monthly meetings may be conducted with District staff and the other project participants to plan for and address operational issues.

3. Public Bidding Process

As directed by the District Project Manager, the Consultant may provide the following services during the bidding process.

- a. Prepare written responses to bidder's questions.
- b. Assisting in preparation and issuance of project design addenda.
- c. Assist the District in the review and evaluation of project bids.

4. Construction Management Services

a. Preconstruction Phase Services

1. Assist with obtaining permits, on behalf of the District, identified in the project specifications and coordinate and monitor permitting and inspection requirements of other agencies affected by the project. Obtain written signatures on all permits that indicate work has been completed and accepted by agencies having project jurisdiction.
2. Participate in public outreach for the District Public Information program for the project. Public relations issues (including traffic impacts, local business impacts, community information requests, crisis communication and media relations procedures) will be discussed at the preconstruction meeting. Coordinate with contractor(s) to assure the contractor performance is consistent with public outreach objectives.
3. Assist with project preconstruction administrative duties related to the construction Contract(s). Duties include reviewing bonds, insurance certifications, and related documents, from the issuance of the Notices of Award to the contractor until execution of the Contract by the District and Notice to Proceed after execution of the Contract by the District.



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Implement the administration of the construction Contract(s) of the project immediately following Notice of Award of the project.

4. Schedule and notify appropriate parties and conduct a preconstruction conference with the contractor(s). The meeting shall cover overall project objectives, responsibilities of key personnel and agencies, project schedule, schedule of values (bid breakdown), and procedures for handling submittals, correspondence, utility requirements, local agency permit requirements, requests for clarification, progress payments, change orders and other pertinent topics. Prepare minutes of the meetings with identified action items. Distribute the minutes to attendees within five working days of the meeting.
5. Before construction activity begins on a project, review the contractor's video of preconstruction site conditions prior to any construction operation to confirm existing conditions within the limits of construction activity, adjacent areas, and along haul and delivery routes to document and clearly depict pre-existing conditions. Prepare additional video or photographs to document preconstruction site conditions as required to supplement the contractor's video.

b. Construction Phase Services – CM Mobilization

1. Furnish materials, tools, inspection gear, cameras and film, equipment, paper, office supplies, machines, telephones, and all other items as required to perform the CM Scope of Services.
2. Prior to construction of the project, verify the contractor has established a comprehensive safety program for the project. The Consultant shall cooperate, administer, and enforce the contractor's safety program, and provide the Consultant's employees with all required safety equipment to conform to such safety programs while on the project job site.

c. Construction Phase Services – Project Coordination / Documentation

1. Prepare and/or distribute all relevant project communications required to be documented and promptly distributed to the District and its partner agencies (CCDC and City of San Diego), design consultants, environmental consultants, permit agencies, franchise utilities, contractor(s), and other applicable parties. Maintain accurate records and documentation, and implement a comprehensive Records Management System. Original project documents shall be retained by the District at the completion of the project.
2. Schedule and conduct Project Coordination meetings with the District and its partner agencies (CCDC and City of San Diego), design consultants, environmental consultants, permit agencies, franchise utilities, contractor(s), and other applicable parties. The timing and



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frequency of these meetings will be identified by the District. The purpose of the meetings will be to identify planning, implementing plans, and monitoring progress of construction phase activities that involve these parties. Prepare agendas and conduct meetings to cover issues such as budget, schedule, work plans, notifications, permit requirements, inspections, work progress, startup and commissioning phases, and turnover activities. Prepare minutes of the meetings with identified action items. Distribute the minutes to attendees within five working days of the meeting. Original project documents shall be retained by the District at the completion of the project.

d. Construction Phase Services – Contract Administration

1. Prepare and maintain file for photographic and written documentation of field activities performed by contractor(s). These documents shall record daily progress, significant construction activities, progress on new underground installations, surface improvements and above ground structures, progress on new and relocated utilities, and progress connections to existing facilities. Label photos and reports with date, location, and narrative information. Take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions which may give rise to additional cost, schedule impact, claim, or litigation. Original project documents shall be retained by the District at the completion of the project.
2. Schedule and conduct Project Construction Coordination meetings with the District, design consultants, CM, and contractor(s). These meetings shall occur weekly or more often as required. The purpose of the meetings will be to discuss the schedule, near-term activities, notifications, clarifications, problems which need resolution, coordination with other public works construction contractors, inspection requirements, status of change orders, safety issues, quality control issues, etc. Prepare agendas and conduct meetings to cover these coordination issues. Prepare minutes of the meetings with identified action items. Distribute the minutes to attendees within two working days of the meeting. Original project documents shall be retained by the District at the completion of the project.
3. Implement the Construction Phase Public Relations program. Assist the District to identify public relations objectives and establish the program required to achieve these objectives. Administer the program with the design consultants and contractor(s) as required to assure objectives are achieved. Original project documents shall be retained by the District at the completion of the project.
4. Assure conformance to the project permit requirements as related to the project improvements and construction activities. These permits



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are issued, inspected and signed off by the agencies having jurisdiction. These agencies include City of San Diego (Demolition, Building, and Engineering permits), State Water Resources Control Board and Regional Water Quality Control Board (SWPPP and storm water discharge permits), California Coastal Commission (Coastal Development permits), etc. Provide and maintain tracking system necessary to assure these permit requirements are identified and conformance is adhered to by the contractor(s). Original project documents shall be retained by the District at the completion of the project.

5. Plan And Specification Interpretation
 - a. Provide plan and specification interpretation to verify that the project is constructed in accordance with the Contract Documents and regulatory agency requirements.
 - b. Provide clarification/response, in writing, to contractor questions in a timely manner. Document all verbal questions or answers which in any way affect the project.
6. Administer contract related document control systems as required for the conformance and coordination of the project. Document control systems shall track all Bulletins/Clarifications, Request for Information (RFI's), Submittals (shop drawings, calculations, installation methods, work plans, and product data), non-conformance and deficiency reports, inspections, contractor daily reports, etc. Original project documents shall be retained by the District at the completion of the project.
7. Develop and maintain a traffic alert communication system to identify project traffic control disruption and coordination requirements as needed for timely notification and community outreach to the District, permitting authorities, partner agencies, general public, tenants, traffic and parking enforcement agencies, utility companies, and other contractors working in vicinity. Original project documents shall be retained by the District at the completion of the project.
8. Develop and maintain a utility disruption communication system to identify project utility disruption and coordination requirements as needed for timely notification and community outreach to the District, permitting authorities, partner agencies, general public, tenants, traffic and parking enforcement agencies, utility companies, and other contractors working in vicinity. Original project documents shall be retained by the District at the completion of the project.
9. Maintain a set of as-built drawings and documents and enforce the contractors' requirements to maintain their as-built drawings and documents. As-built maintenance shall include identifying all scope changes, clarifications, and determination of final location and



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configuration that are not clearly identified in the original design documents. Original project documents shall be retained by the District at the completion of the project.

10. Establish and administer the test and inspection, start-up, commissioning, certification, approval, acceptance, punch lists and turnover plans as required to prepare District to occupy the project improvements. This plan shall be developed at the beginning of the project with administration of the plan starting as soon as the plan is finalized. Original project documents shall be retained by the District at the completion of the project.
11. Identify, monitor, and coordinate timely completion of the project Close-Out coordination and documentation. The Close-Out documents include all training and orientation, operations and maintenance manuals, spare parts and materials, as-built and record drawings, punchlists, warranties and warranty call-back procedures, certifications, final inspections, lien releases, final change orders, and final payment applications. Prepare and update the project Close-Out reporting document as required to demonstrate all project Close-Out requirements have been identified and completed.
12. Prepare and distribute Monthly progress reports for the project, Reports shall be prepared and submitted to the District Project Manager. Reports shall include the following elements:
 - a. Summary for the prior, current and pending month's main accomplishments, milestones, and major construction activities.
 - b. Overall contractor's conformance to project schedules and quality requirements.
 - c. Identify key problems, action items, issues and recommend solutions.
 - d. Summary of progress payments, change orders, and disputes.
 - e. Photographs of representative project activities.

e. Construction Phase Services – Construction Cost Tracking and Control, Invoicing, Payments, and Change Orders

1. **COST TRACKING:** Develop and implement a cost monitoring and compliance system. The system shall identify construction related projected cash flow and actual cash flow. Construction related costs include design services during construction, permit and inspection costs, CM costs, and contractor costs. Costs shall be identified by committed, additional anticipated, actual to date, and projected final cost to complete. Original project documents shall be retained by the District at the completion of the project.



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2. **COST TRACKING:** Develop and implement a final financial closeout plan related to the project contractor costs. The plan should address documentation and procedures required for final payments, certificates of substantial completion, final lien waivers, final lien releases, release of retention, and final cost reports. Original project documents shall be retained by the District at the completion of the project.
3. **SCHEDULE OF VALUES:** Review and recommend for approval, the contractors proposed schedules of values (SOV). SOV shall conform to the project bid documents with respect to lump sum components, unit price components, allowances, and approved alternates. Information provided in the SOV should relate to the information provided in the contractor's schedule so that amounts invoiced relate to progress. Upon SOV approval, assure the SOV are properly incorporated into the contractors invoice documents. Coordinate updates to SOV based on approved change orders, actual vs. estimated unit price components, approval to expend allowances, and approval of alternates. Original project documents shall be retained by the District at the completion of the project.
4. **INVOICING AND PAYMENTS:** Review and recommend for approval contractor progress payment applications (invoices). Inspect work in field to verify that the actual work complete matches the corresponding value on the invoices. Prepare cost estimates as necessary to verify value of work in place. Negotiate with contractor where adjustments are necessary and make recommendation to District for approval of negotiated amounts. Assure all invoices include the proper format, backup documentation, signatures, releases, certifications, etc. Original project documents shall be retained by the District at the completion of the project.
5. **CHANGE ORDER PROCESSING:** Identify and make written recommendations concerning contractor or District initiated claims, extra work, and change orders. Write scopes of work for change orders and prepare cost estimates as necessary to verify value of change in work. Negotiate claims, extra work, and change orders to an agreed contractor/Consultant/District conclusion. Submit claims, extra work, and change orders to the District for approval. Prepare written justification and cost estimates for each claim, extra work, and change order, and negotiate costs with the contractor. Prepare claims, extra work, and change orders that require design modifications or clarifications, including revisions to the drawings, details, and specifications. Resolve claims, extra work, and change orders for changes to the project work and obtain District approval. Original project documents shall be retained by the District at the completion of the project.
6. **CHANGE ORDER RESOLUTION:** Provide services for lead role and support District in resolving claim and disputes. Prepare cost estimates



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as necessary to verify value of change in work. Review all claims and disputes identified by contractor and make recommendation to District to mitigate, negotiate, dispute, or accept portions or all of the contractors' claims for delay. Original project documents shall be retained by the District at the completion of the project.

7. **CHANGE ORDER RECORDS:** Establish and maintain a tracking system that identifies all owner and contractor initiated change orders and claims, potential and actual, pending and approved. System shall identify scope, cost and schedule impact as well as status for each change order and claim issue. Provide update to change order tracking system weekly at the project coordination meetings. Original project documents shall be retained by the District at the completion of the project.

f. Construction Phase Services – Construction Schedule Tracking and Control

1. Coordinate with District and contractor in the process required to develop and obtain approval for the original Critical Path Method (CPM) project schedule required from the contractors. Assure that the original CPM schedule complies with the contract specifications and make recommendation to the District for approval of the original CPM schedule. Contractors will use Primavera scheduling software or equivalent. Consultant shall utilize same scheduling software for review of contractor's CPM schedules (original and periodic updates).
2. Provide resources to review and recommend approval for the contractor's periodic updates to the CPM schedule utilized during project construction, significant milestones, and startup activities.
3. Provide resources to review and discuss contractors 2 or 3 week look-ahead schedules. Review and discussion shall be part of the weekly construction coordination meetings.
4. The Consultant shall monitor progress by contractor for construction activities including procurement, offsite fabrication, site preparation, site construction, testing, inspections, certifications, startups, commissioning, etc. Consultant shall report on actual progress by contractor compared to the CPM schedule and identify areas of conformance and non-conformance.
5. Consultant shall participate with District, other agencies, design consultants, and contractors to identify and implement recovery plans as necessary if actual construction progress lags behind CPM schedule dates.
6. Monitor and provide oversight to expedite all project coordination and documentation required to facilitate timely completion of the project. Project coordination and documentation shall include project



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coordination meetings, Bulletins/Clarifications, Request for Information (RFI's), Submittals (shop drawings, calculations, installation methods, work plans, and product data), non-conformance and deficiency reports, inspections, etc.

7. Analyze and report on contractors' claims for potential and actual delay based upon correspondence and actions by contractor. Make recommendation to District on appropriate response to delay claim including recommendation to mitigate, negotiate, dispute, or accept portions or all of the contractors' claims for delay.
8. Establish and administer the test and inspection, start-up, commissioning, certification, approval, acceptance, and turnover plan as required to prepare District to occupy the project improvements. Coordinate this plan with the overall project delivery schedule. Enforce the inclusion of these activities into the contractors' CPM schedule.

g. Construction Phase Services - Construction Quality Assurance and Test and Inspection Services

1. Provide daily inspection by qualified inspector(s) at the project site location during construction activity periods to ensure that the contractor's work is in compliance with the Contract Documents. Inspectors may not authorize extra construction work or approve construction work which deviates from the Contract Documents.
2. Provide inspection and oversight as required to assure the contractors work is in compliance with all applicable safety standards. These standards include safety meetings, Injury and Illness Prevention Programs (IIPP), daily cleanup and organization of project site, traffic control set-up and maintenance, proper notifications, worker and equipment certifications, worker training and orientation, worker proper use of tools/equipment/materials/personal protection equipment, hazardous materials handling and proper disposal, fire and combustion prevention, electrical lockout/tagout procedures, and safe utility connection and cross-connection methods.
3. Provide inspection and oversight as required to assure the contractors work is in compliance with all applicable environmental permits, codes, and regulations. This work includes handling hazardous materials and waste, stormwater and run-off pollution prevention, air pollution prevention, soils contamination, trash and waste handling and disposal, recycle material handling and disposal, fire and combustion prevention.
4. Provide special testing and inspection services as required for the contractors work, both onsite and offsite. Unless specified by applicable permits, codes and regulations, consult with the District for



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the level of testing and inspection for each element of the contractors' work that requires special inspection. Inspectors may not authorize extra construction work or approve construction work which deviates from the Contract Documents.

5. Review and make recommendation for approval of the contractors' Quality Assurance / Quality Control plan. Upon approval, monitor the contractor's progress to assure contractor compliance to this plan and the Contract Documents.
6. Prepare a Quality Assurance plan that identifies all of the projects daily and special testing and inspection requirements. Submit plan to District for acceptance. Plan shall identify the project elements that require test and inspection and the level of test and inspection resources necessary to assure contract and specification compliance.
7. Prepare daily reports of the construction activities including meetings, weather conditions, contractor's equipment and staff power, work performed, material used, tests and inspections, site visitors, coordination requirements, delays in work and reasons for the delays, and deficiencies.
8. Develop and utilize a non-conformance work reporting plan. The plan shall identify all deviations and non-conformance to plans and specifications and monitor timely response and resolution. Coordinate with the District and contractor to identify the appropriate methods necessary to bring the non-conforming work into conformance.
9. Provide inspection services to assure the timely District acceptance and occupancy of the project elements. Assure contractors' conformance to the requirements for acceptance and occupancy including all test and inspection requirements, sign-off of permits by all agencies having jurisdiction, proper start-up, completion of commissioning, obtaining and documenting required certification, and coordinating Districts' approval as required to prepare District to accept and occupy the project improvements.
10. Provide inspection services to assure the contractors' conformance to the requirements for Close-Out coordination and documentation. Assure the completion of the Close-Out process in conformance with the contract documents. Close-Out requirements include all training and orientation, submittal of operations and maintenance manuals, submittal of spare parts and materials, preparation and submittal of as-built and record drawings, preparation of punch lists and completion of corrective work identified in punch lists, submittal warranties and establishment of warranty call-back procedures, submittal of certifications, and obtaining final inspections. Provide inspection reports documenting all Close-Out requirements have been identified and completed.



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11. Provide coordination and assurance that all permitting agencies having jurisdiction on the project participate in activities necessary for final approval of their permit requirements. The activities by permitting agencies include: plan reviews, receive payment of fees, issue permits, provide inspections, approve inspections provided by others, and review of permit related test results and certification documentation,
12. All original test and inspection documents shall be retained by the District at the completion of the project.

III. INSTRUCTIONS TO PROPOSERS

A. Information Exchange Meeting

The District will conduct an Information Exchange Meeting on Monday, May 16, 2011 at 9:00 a.m. in the San Diego Unified Port District Administration Building, located at 3165 Pacific Highway, San Diego, CA. 92101 in the Training Room. All prospective Proposers are encouraged to attend.

B. Addenda/Clarifications

Questions or comments regarding this RFQ must be put in writing and must be received by District no later than Thursday, May 26, 2011 at 9:00 a.m. Correspondence shall be addressed to Marsha E. Rich, Contract Administrator, General Services & Procurement, San Diego Unified Port District, 1400 Tidelands Avenue, National City, CA 91950. Questions may be submitted via facsimile machine to (619) 725-6014 or emailed to marich@portofsandiego.org. However, all faxed/emailed questions must be received at the District's General Services & Procurement Department by the date and time stated above. Responses from District will be communicated in writing to all recipients of this RFQ. Inquiries received after the date and time stated above will not be accepted and will be returned to the senders without response. All Addenda must be acknowledged in the Response Cover Letter.

C. Submission of Proposals:

The Proposer shall submit one (1) original (marked accordingly), seven (7) copies and one (1) electronic copy on CD in Adobe Acrobat format if possible of its qualifications in a sealed envelope or box, addressed as noted above, bearing the Proposer's name and address, and clearly marked as follows:

Attn: Marsha E. Rich, Contracts Administrator
San Diego Unified Port District



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**QUALIFICATIONS FOR RFQ 11-12: AS-NEEDED CONSTRUCTION AND PROJECT
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All Proposals shall be delivered as follows:

Hand Carried: At the General Services & Procurement Department, San Diego Unified Port District, 1400 Tidelands Avenue, National City, CA 91950

U.S. Mail: Address to General Services & Procurement, San Diego Unified Port District, 1400 Tidelands Avenue, National City, CA 91950

By Package Carrier or Express Courier (UPS, FEDEX, etc.):
Address and deliver to San Diego Unified Port District, Materiel Support & Management Center, 1411 W. Palm St., San Diego, CA 92101

Proposals must be received no later than Wednesday, June 15, 2011@ 9:00 a.m.

Hand carried proposals will be date/time stamped by the District's Front Desk personnel, located in the District's General Services & Procurement Department, San Diego Unified Port District, 1400 Tidelands Avenue, 1st Floor, National City, CA 91950. Proposals delivered by US Mail date/time stamped when they reach the desk of the Contract Administrator they are addressed to. Proposals that are delivered by Package Carrier or Express Courier will be date/time stamped based on the tracking information provided by the delivery service. If the proposal arrives after the due date and/or time, the proposals shall be marked "LATE" and returned to the sender unopened.

The proposal shall contain the following items in order one (1) through four (4) and placed at the front of the submitted proposal:

1. Response Cover Letter (Including Addenda Acknowledgement) and Authorized Signature information).
2. Proposer's Sub-Contractors – Attachment A
3. Fee Schedule Form - Attachment B
4. Statement of Qualifications - Attachment C

The District will conduct a preliminary review of the proposals to determine if the above items and copies are included as required in the RFQ. If a proposal does not include all four (4) items fully completed, the proposal shall be considered not responsive.

If claiming ADA Bonus Points please include the following:

5. ADA Program Bonus Points – Attachment D



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Response Cover Letter

The Proposer shall submit a response cover letter that summarizes why the Proposer believes they should be selected by the District to provide construction and project management services within the jurisdiction of the San Diego Unified Port District in the cities of San Diego, National City, Chula Vista, Imperial Beach, and Coronado, California.

The San Diego Unified Port District has implemented an Enterprise Wide software program that has a vendor registration component. All vendors are encouraged to register and any vendors doing business with the District are required to register. To register with the Port as a vendor, please visit our website, <http://www.portofsandiego.org>. For questions and/or comments, please contact the District's Procurement Services Section at 619-686-6392.

The Proposer shall provide in the Response Cover Letter the name of the authorized representative who has the authority to enter into a binding agreement and authorize changes to the scope, terms, and conditions of the agreement if selected. The information should include: Name and Title, Name of Firm, Address, City, State, Zip, Telephone number, Fax number, and E-Mail address.

The Proposer must acknowledge all addenda in the Response Cover Letter. Failure to do so may cause the submittal to be deemed non responsive.

D. Agreement Type

It is anticipated that this solicitation shall result in the execution of at least one Agreement. The Agreement services shall be compensated on a negotiated basis as established in the Fee Schedule. The anticipated start date is September 27, 2011. The District's estimate for this project is approximately \$700,000.00 for Phase 1.

An example of the Service Agreement, to be executed with the successful Proposer, can be downloaded from the District's website at <http://vendors.planetbids.com/sdupd/quicksearch.cfm?stage=bidding>. Proposers who do not have access to the internet can contact the District for a copy of the sample agreement. Proposers shall be prepared to accept the terms and conditions stated in this RFQ, the sample Agreement, Scope of Services, and the Insurance & Indemnity Requirements. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in their Response Cover Letter, identified as "Exceptions to the Agreement."



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1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

The above factors will be considered in evaluating proposals. Proposals that take exceptions to the Agreement or proposed compensation terms may be determined by District, at its sole discretion, to be unacceptable and no longer considered for award.

E. Rights of District

This RFQ does not commit the District to enter into an Agreement, nor does it obligate the District to pay for any costs incurred in preparation and submission of proposals or in anticipation of an Agreement. District may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Services described in this RFQ.

District reserves the right to:

1. Reject any or all proposals.
2. Issue subsequent Requests for Proposal.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Qualifications process.
5. Approve or disapprove the use of particular Proposer's Sub-Contractors.
6. Negotiate with any, all, or none of the Proposers.
7. Solicit best and final offers from all or some of the Proposers.
8. Award an Agreement to one or more Proposers.
9. Accept other than the lowest offer.
10. Waive informalities and irregularities in proposals.

F. Collusion

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham proposal, or any other person to refrain from submitting a proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a proposal.

G. Withdrawal of Proposals

A Proposer may withdraw their proposal before the expiration of the time for submission of proposals by delivering to the General Services & Procurement



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Department a written request for withdrawal signed by, or on behalf of, the Proposer.

IV. PROPOSERS' MINIMUM QUALIFICATIONS

General Qualifications:

The Proposer shall have sufficient experience in and comprehensive knowledge of providing construction and project management services as described in the Scope of Services.

Specific Qualifications:

The successful proposer(s) must have a PE license in the state of California in order to submit a proposal for this RFQ.

V. PROPOSAL FORMAT AND CONTENT

A. Format

Proposers shall include the required items stated in Section III Instructions to Proposers, paragraph C, Submission of Proposals.

Proposals shall be typed and: (1) as brief as possible, and (2) not include any unnecessary promotional material.

For ease of handling, it is requested that standard 8 -1/2 x 11" paper be used with the simplest possible method of fastening (except that paper clips shall not be used), considering the size of the proposal.

The nature and form of response are at the discretion of those responding, but shall include the information listed below.

B. Content

1. Experience of Proposed Staff

Resume and experience of principals, project managers and key planners, engineers and designers who would be assigned to this project;

- a. Indicate the extent of training the members of the Team have received in the areas of construction and project management services and working with Government entities.



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- b. Provide examples of where the proposed team members have been assigned to similar construction and project management services projects.
- c. Sub Contractor qualifications and roles, if any.
- d. Identify which services would be provided by in-house resources and those provided by Sub-Contractor. Proposer must present an organizational chart of its planned staff (internal and external) including resumes, biographies, and curriculum vitae where appropriate.

The Proposer shall discuss how they would staff this project. The Proposer shall identify project team members by name, location, specific responsibilities on the project and the estimated person-hours of participation. The Proposer shall include an organizational chart for the project team and resumes for key personnel. The Proposer's key personnel will be an important factor considered by the Selection Review Panel. There can be no change of key personnel once the proposal is submitted, without the prior approval of District.

2. Approach to the Project

The Proposer shall present a well-conceived work plan that establishes the Proposer's understanding of, and ability to satisfy, District's objectives and work requirements. Proposer shall succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks, and specifying who would perform them. Include a timetable for completing all work specified in the Scope of Services. The Proposer may also suggest technical or procedural innovations that have been used successfully on other projects and which may facilitate the completion of this project. The approach to the project shall be consolidated into a DRAFT Construction Management Plan (DRAFT CM Plan).

The DRAFT CM Plan shall establish the project scope, budget, schedule, local considerations, the basic systems to be utilized and the methods and procedures to be followed.

The DRAFT CM Plan may be structured to present the following:

- Project Description
- Pre-construction services
- Site Mobilization
- Construction Phasing
- Milestone Schedule
- Project Organization (chart, and staffing plan)
- Explanation of roles, responsibilities and authority of team members
- Contract Administration and Document Control
- Cost Control, Forecasting and Reporting
- Scheduling and Change Management



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- Storm Water Management
- Quality Management
- Testing and Inspection Plan
- Completion/occupancy plan

3. Capability to Perform

Ability to complete work within required time. Availability and continuity of staff during course of the project.

This section shall include a brief description of the Proposer and Sub-Contractor's qualifications and previous experience, within the past five (5) years, on similar or related projects. Description of pertinent project experience shall include a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

The Proposer's key personnel are an important factor when considering the capability to perform. The Proposer shall commit to not changing or reducing the availability of any of the key personnel once the proposal is submitted, without the prior approval of the District.

4. Firm's Relevant Experience

The Proposer should describe its relevant experience in each of the following areas:

- a. Description of construction and project management services similar to those proposed above, and with ongoing appropriate contracts to agencies of comparable size to the District.
- b. Experience in each of the areas noted in the Scope of Services.

This section shall include a brief description of the firm's size as well as the local organizational structure; and a discussion on the firm's financial stability, capacity, and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its Sub-Contractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five years.

- 5. Cost/pricing Information:** Proposer shall submit one original Attachment B form in their original submittal and one copy of Attachment B in each copy of the qualifications submitted.



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The District reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and complete successfully the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited if necessary, in addition to any other information requested by the District.

VI. EVALUATION AND SELECTION

A. Evaluation Criteria/Matrix: The following criteria and matrix shall be used to evaluate proposals:

1. **EXPERIENCE OF PROPOSED STAFF:** Recent experience of Project Manager with similar scope of services. Recent experience of project team with similar scope of services. Years staff has been assigned to similar scope of services. Level of education, training, licensing. Certification of staff. Proposer's sub-contractor qualifications and roles, if any.
2. **APPROACH TO THE PROJECT:** The Proposer shall present a well-conceived work plan that establishes the Proposer's understanding of, and ability to satisfy, District's objectives and work requirements. Proposer shall succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks, and specifying who would perform them. Include a timetable for completing all work specified in the Scope of Services. The Proposer may also suggest technical or procedural innovations that have been used successfully on other projects and which may facilitate the completion of this project. The approach to the project shall be consolidated into a DRAFT Construction Management Plan (DRAFT CM Plan).

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- Cost Control, Forecasting and Reporting
- Scheduling and Change Management
- Storm Water Management
- Quality Management
- Testing and Inspection Plan
- Completion/occupancy plan

3. **CAPABILITY TO PERFORM:** Ability to complete work within required time. Availability and continuity of staff during course of the project.

This section shall include a brief description of the Proposer and Sub-Contractor's qualifications and previous experience, within the past five (5) years, on similar or related projects. Description of pertinent project experience shall include a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

The Proposer's key personnel are an important factor when considering the capability to perform. The Proposer shall commit to not changing or reducing the availability of any of the key personnel once the proposal is submitted, without the prior approval of the District.

4. **FIRM'S RELEVANT EXPERIENCE:** Experience in performing similar services for organization of similar size to the District. Experience with public agencies. Years of experience with these types of services.

- B. ADA Enhancement:** The following criteria shall be used to evaluate respondent's ADA Program based on specific criteria identified below. Respondents shall be eligible for bonus points on the following criteria. ADA Scope Enhancement, Staffing/Subparticipant, and Veterans Staffing. Respondents can receive up to 10 total bonus points under ADA Enhancements. See attachment D.

1. **STAFFING:** The District shall award five (5) points to a firm's total score from the evaluation criteria/matrix that has staff with disabilities as defined by the ADA, or that has included one or more Disabled Veteran Business Enterprise (DVBE) subcontracting firm(s). The respondent shall submit DVBE certification documentation and list workforce data reporting number of total employees with disabilities as defined by the ADA.
2. **VETERAN'S STATUS:** The District shall award five (5) points to a firm's total score from the evaluation criteria/matrix that has Veteran's status or has staff with Veteran's status. Documentation of a firm's Veteran's status must be provided or workforce statistical data reporting number and percentage of total employees with Veteran's status is required.



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C. Evaluation Procedure

A Selection Review Panel, generally made up of District staff, will review the proposals and establish a list of finalists based on pre-established review criteria. The names of the Selection Review Panel members are not revealed prior to the interviews. The Selection Review Panel will interview the finalists. The Proposer should allow approximately 1 hour for the oral interview and a question and answer session. The Project Manager must lead a 10-12 minute presentation before the Selection Review Panel.

Interviews shall be conducted on July 11 & 12, 2011. Each Proposer is asked to keep these dates open. No other interview dates will be provided.

The Selection Review Panel will evaluate the proposals. The rating and evaluation forms prepared by Panel members will not be revealed. The scores in the evaluation matrix shown below **DO NOT** indicate a "winning score" and the highest score is not guaranteed selection. The final decision is at the discretion of the District and is based on the scores, reference checks, negotiated pricing, and further analysis of the proposals including any risks associated with selecting any proposal.

Evaluation Criteria	Weight	Firm A		Firm B		Firm C	
		Score	Total	Score	Total	Score	Total
Experience of Proposed Staff	9						
Approach to the Project	10						
Capability to Perform	8						
Firm's Relevant Experience	6						
Totals							
DVBE/Disabled Staff							
Veterans Status							
Grand Total							

D. Award

When the Selection Review Panel has completed its work, the District may negotiate for the extent of services to be rendered and the method of compensation. Because District may award without conducting negotiations,



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the proposal submitted shall contain the Proposer's most favorable terms and conditions.

VII. EQUAL OPPORTUNITY PROGRAM REQUIREMENTS

Equal Opportunity Contracting Policy Statement

It is the policy of the San Diego Unified Port District (District) that all businesses be provided equal opportunity to participate in the performance of District contracting and leasing opportunities, and to insure that, workers on public works projects of one thousand dollars (\$1,000) or more are paid the general prevailing rate of per diem wages for regular, holiday, and overtime work as provided by California Labor Code Section 1771.

The District is committed to take all necessary and reasonable steps to increase its utilization of small businesses for a positive economic impact to the region. District policy prohibits discrimination against any person because of age (over 40), ancestry, color, disability (mental or physical), gender, marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status, in the award or performance of District contracts or leases.

The District will create a level playing field on which small businesses can compete fairly for District contracts. This policy will help remove barriers to the participation of small businesses in District contracts and assist in the development of firms to compete successfully in the marketplace outside the District's Equal Opportunity Contracting Program.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Americans with Disabilities Act (ADA) Policy

The San Diego Unified Port District (District) does not discriminate on the basis of disability in employment and complies with the ADA, and all other applicable federal, state, and local laws, regarding barrier-free access to all District services, programs, and activities.

In conjunction with BPC Policy No. 361, it is the District's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

An individual with a disability, who can be reasonably accommodated for a job, without undue hardship to the District, will be given the same consideration for that position as any other applicant. Additionally, the District will engage in an interactive process to attempt to reasonably accommodate qualified individuals with disabilities so they can perform the essential functions of a job. All employees are required to comply with safety standards.



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The District is committed to ensure all services, programs, and activities are accessible and usable by all individuals except where to do so would result in a fundamental alteration in the nature of the service, program or activity, or in undue financial and administrative burdens.

To ensure high visibility, the District will participate in community outreach events, report on activities that further enhance accessibility, and consider the use of Universal Design, which is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design, to support and include people with disabilities in all services, programs, and activities as appropriate.

In conjunction with BPC Policy No. 361, the District will promptly investigate all complaints of employment discrimination and barriers to services, programs, and activities, and when appropriate, take effective remedial action to address and remedy any complaints.

The Executive Director will designate person(s) responsible for developing and implementing the District's ADA program and ensuring that District employees, agents, lessees, and Contractors adhere to the provisions of the ADA program.

The ADA program will be implemented at the same priority as compliance with all other legal obligations incurred by the District.

Small Business Enterprise (SBE) Participation - NO SBE participation goal was established for this opportunity. Should sub-participants be utilized, respondent should make good faith efforts to include small businesses in their solicitation process. SBE eligibility is based on economic size standards determined by number of employees or gross receipts. The SBE Plan recognizes both federal and state size standards for small businesses. Small business concerns can be certified as SBEs by the U.S. Small Business Administration, State of California, Department of General Services, or any U.S. Department of Transportation, Disadvantaged Business Enterprise (DBE) certification using Title 49 Code of Federal Regulations Part 26 criteria.

The District's Small Business Enterprise Program utilizes external resources in their search for small businesses to participate on contract opportunities. This information is maintained and updated by those sources and their registered clients. Business's that are registered within these data sources claim they meet the federal or state size standards to qualify as a small business. Please be aware that the District's Small Business Enterprise program does not control or guarantee the accuracy, or completeness of this outside information. Questions regarding a small business size protest should be addressed with the outside source.



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NOTE: Equal Opportunity Contracting Certified Small Business data resources are available at www.portofsandiego.org. Click on the Business Tab, then, click on the Equal Opportunity Contracting Information "link", scroll down to the SBE resource links. Click on any of the three (3) SBE database resource links. This will provide you with small business sub-participants to contact for sub-contracting opportunities on specific work categories pertaining to this project. If you do not have access to the Internet, please contact Equal Opportunity Contracting in the General Services & Procurement Department at (619) 686-6242 or 686-6412.

Required SBE Sub Participation Information - Respondent must list all proposed sub contractors on the enclosed Proposer's sub contractors form. If any of your sub contractors are certified SBE, please provide a copy of their certification.

Equal Employment Opportunity Policy Statement - It is the policy of the San Diego Unified Port District (District) that all contractors and lessees interested in conducting business with the District shall not discriminate against any employee or applicant for employment because of age (over 40), ancestry, color, disability (mental or physical), gender (including identity, appearance, or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated with the person's sex at birth), marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status, and shall take action to assure applicants are employed, and that employees are treated during employment, without regard to age (over 40), ancestry, color, disability (mental or physical), gender (including identity, appearance, or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated with the person's sex at birth), marital status, medical condition, national origin, pregnancy, race, religion, sexual orientation, or veteran status.

Equal Employment Opportunity Program Information - As prescribed under Board Policy 358, and unless currently participating in a federally mandated affirmative action program, after selection and prior to execution of the agreement, the selected Proposer(s) must submit the completed Equal Employment Opportunity and Nondiscrimination Program and Statement of Compliance form. The form is available on the District's website (www.portofsandiego.org). The completed form or proof of participation in a federally mandated program shall be submitted c/o Equal Opportunity Contracting/ General Services & Procurement via fax (619) 686-6565 prior to award. Failure to provide the required information may result in rejection of the bid.

After award, the Contractor shall submit and updated form upon request by the District, and, upon District's reasonable notice, shall make available for inspection all of its records relevant to compliance with the Equal Employment Opportunity and Non-Discrimination Clause.

Questions regarding the Sections VII or Americans with Disabilities Act Requirements, of this opportunity should be directed to:



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Marco Tello, Equal Opportunity Analyst
General Services & Procurement
Phone: (619) 686-6242, FAX: (619) 686-6565
E-mail: mtello@portofsandiego.org

VIII. INSURANCE REQUIREMENTS

Proposer and each Proposer's Sub-Contractor shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

- A.** Commercial General Liability (including, without limitation, Contractual Liability, Personal and Advertising Injury, and Products/ Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001 with limits no less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.
 - 1) The deductible or self-insured retention on this Commercial General Liability policy shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing
 - 2) The Commercial General Liability policy shall be endorsed to include the District; it's agents, officers, and employees as additional insured in the form as required by the District, an exemplar endorsement attached.
 - 3) The coverage provided to the District, as an additional insured, shall be primary.
- B.** Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than two million dollars (\$2,000,000) per accident for bodily injury and property damage.
- C.** Worker's Compensation in statutory required limits and Employer's Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury or disease. This policy shall be endorsed to include a waiver of subrogation endorsement.
- D.** Professional Liability Insurance in the amount of \$2,000,000 per claim and \$2,000,000 aggregate.
 - 1) At the end of the agreement period, Proposer shall maintain, at its own expense, continued Professional Liability insurance of not less than five



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(5) years, in an amount no less than the amount required pursuant to this Agreement

- 2) Alternately, if the existing Professional Liability is terminated during the above referenced five year period, Proposer shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.
- 3) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.

Proposer shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in the form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such certificates shall indicate that the insurer must notify District in writing at least 30 days in advance of any change in, or cancellation of, coverage. Proposer shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the fact of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Proposer or Proposer's sub-contractors or any tier of Proposer's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

IX. INDEMNIFY, DEFEND, HOLD HARMLESS:

1. Design Professional Services

- A. Duty to Indemnify, duty to defend and hold harmless for "Design Professional" services (as that term is defined pursuant to California Civil Code Section 2782.8(b)(2)): To the fullest extent**



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provided by law, Proposer agrees to indemnify, defend, and hold harmless District, its agents, officers and employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Proposer's officers, agents, and employees ("Claim"), arising out of, pertaining to, or related to the negligence, recklessness or willful misconduct of Proposer, its officers, agents, or employees for services as provided for in this Agreement. The Proposer's duty to indemnify, defend, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of District, its agents, officers, or employees.

- B.** Proposer further agrees that the duty to indemnify and the duty to defend the District as set forth in Section XI, 1, A, requires that Proposer pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising out of, pertaining to, or related to the negligence, recklessness or willful misconduct of Proposer, its officers, agents, or employees for services as provided for in this Agreement.
- C.** The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising out of, pertaining to, or related to the negligence, recklessness or willful misconduct of Proposer, its officers, agents, or employees for services as provided for in this Agreement, Design Professional agrees to pay all reasonable attorneys' fees and all costs incurred by District.

2. NON DESIGN PROFESSIONAL SERVICES

- A. Duty to Indemnify, duty to defend and hold harmless for Non Design Professional Services:** To the fullest extent provided by law, except for Design Professional Services covered under Section XI, 1, Proposer, for all non-design professional services, agrees to defend, indemnify, and hold harmless the District, its agents, officers and employees, from and against any Claim (as defined in Section 13 above), caused by, arising out of, or related to the performance of services by Proposer as provided for in this Agreement, or failure to act by Proposer, its officers, agents, subcontractors and employees. The Proposer's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.



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- B.** Proposer further agrees that the duty to indemnify and the duty to defend the District as set forth in XI, 2, A, requires that Proposer pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Proposer provided for in this Agreement.
- C.** The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Design Professional provided for in this Agreement, Proposer agrees to pay all reasonable attorneys' fees and all costs incurred by District.

X. PROTESTS

Prior to the closing date for submittal of proposals, Proposer may submit to District protests regarding the procurement process, or alleged improprieties in specifications or alleged restrictive specifications. Such protests shall be filed no later than 10 working days prior to the scheduled closing date. If necessary, the closing date of the solicitation may be extended pending a resolution of the protest. Protests dealing with alleged improprieties in the procurement or the procurement process that can only be apparent after the closing date for receipt of proposals shall be filed within 5 working days of issuance of the Notice of Recommended Award. Protests shall contain a statement of the grounds for protests and supporting documentation. Protestor will be notified of District's final decision prior to issuance of Award.

A Proposer may discuss the procurement documents with District. Such discussions, however, do not relieve Proposers from the responsibility of submitting written protests as required.

Requests and protests shall be addressed to: San Diego Unified Port District, Attn: Ralph Oliver, Manager, General Services & Procurement, San Diego Unified Port District, 1400 Tidelands Avenue, National City, CA 91950.



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**ATTACHMENT A
PROPOSER'S SUB-CONTRACTOR'S
San Diego Unified Port District**

Name and Address Sub- Contractor	Type of Service	SBE Type (DBE, WBE etc.)	*Certifying Agency	*Percent of Service	Dollar Value of Services

* Must provide copy of SBE certification.

* Must provide percentages of work to be subcontracted. If unknown, what is the overall percentage for all subs combined for the project?



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**ATTACHMENT B
FEE SCHEDULE
San Diego Unified Port District**

Labor Classification	Direct Labor	Overhead %	Profit (8% max)	Fully Burdened Rate
1.				
2.				
3.				
4.				
5.				
6.				
Sub consultant Profit (2% max)				
Other Direct Cost Mark-up (0%)				

Escalation for 2nd year of service _____%

Escalation for 3rd year of service _____%

Signature of Authorized Representative

Date



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Allowable Overhead Costs:

Payroll Additives:

- Sick Leave
- Vacation
- Holiday Pay
- Medical Insurance
- Term Life Insurance
- Disability Insurance
- Federal Unemployment Tax
- Federal & State Payroll Tax
- Workers' Compensation Insurance
- Union Fringe Benefits
- Excise Tax
- Social Security
- Retirement Benefits (401-K)

G&A Overhead:

- Indirect Salaries
- Indirect Additives (see above list)
- Utilities
- Rent & Depreciation
- Office Supplies
- Professional Fees/Licenses
- Library/Periodicals
- Administrative Meetings
- Technical/Professional Meetings
- Legal Costs
- Accounting Costs
- Insurance Costs
- Telephone (local)
- Postage (routine)
- Office Machines, Computers &
Software Costs
- Repairs & Maintenance
- Personnel Recruiting & Training
- Reproduction Costs/Deliverables
- Advertising - Personnel Recruitment Only
- Business License
- Automobiles - Leasing/Repairs
- Field Supplies/Equipment
- Professional Liability Insurance
- Project Proposal Development Expenses
- Cost of Money (Interest on borrowed capital)
- Bonding (if required by contract)

Costs Not Allowed

Payroll Additives:

- Bonuses
- Salary Incentives
- Stock Options
- Severance
- Life Insurance
- Annuity Contracts

G&A Overhead:

- Promotional Advertising
- Bad Debts
- Entertainment
- Research & Development
- Fines & Penalties
- Idle Facilities Costs
- Lobbying
- Carry-over losses from
other contracts
- Litigations or Cost/Damage
Awards
- Costs for Equipment that
is a direct cost chargeable
under the terms of the
Agreement
- Building Depreciation in
excess of 2%
- Equipment Depreciation
in excess of 10%



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PARTNERSHIP STATEMENT

If Proposer is a partnership, please answer the following:

1. Date of Organization: _____

2. General Partnership: ()
Limited Partnership: ()

3. Statement of Partnership recorded: Yes () No ()

Date	Book	Page	County
------	------	------	--------

4. Has the partnership done business in San Diego County?

Yes () No ()

When: _____

Where: _____

5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership or a corporation, complete separate appropriate page(s). If a limited partner holding a 10% or greater interest is another partnership or corporation, complete separate appropriate page(s). Type Proposer's name on said pages for identification purposes and furnish the financial data required such entity.

General/Limited	Name	Address	Share in Percent

6. Attach a complete copy of the Partnership Agreement



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LIMITED LIABILITY COMPANY STATEMENT

If the Proposer is an LLC, please answer the following:

1. Date of Organization:
2. Where Organized:
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date?
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when?
 - c. If so, where?
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate appropriate page(s) as appropriate for such entity (type proposed [Sub] Proposer's name on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement needs to be submitted only if the Operating Agreement on file with the District is no longer current.



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CORPORATION STATEMENT

If Proposer is a corporation, please answer the following:

1. Date incorporated: _____
2. Where incorporated: _____
3. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date: _____
4. The corporation is held: Publicly () Privately ()
5. If publicly held, what and where is the stock traded: _____
6. Please list the following:

	Authorized	Issued	Outstanding
Number of voting shares:	_____	_____	_____
Number of nonvoting shares	_____	_____	_____
Number of shareholders:	_____		
Value per share of Common Stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____
7. Please furnish the name, title, address and number of voting and non-voting shares of stock held by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name _____
Title _____
Address _____

No. of Shares _____

Name _____
Title _____
Address _____

No. of Shares _____



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Name _____

Title _____

Address _____

No. of Shares _____

Name _____

Title _____

Address _____

No. of Shares _____

Any partnership or corporation holding more than 10% of any class of stock must also complete applicable pages as appropriate, (type Proposer's name on said pages for identification purposes) and furnish the financial data as required. If there is an ownership chain of additional partnerships or corporations, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect or beneficial ownership interest in the Proposer; or (2) effective control of the Proposer regardless of the percentage of ownership interest.

8. If an individual, partnership or corporation will be guaranteeing performance of the Proposer-corporation, state name here _____ and also complete applicable pages as appropriate (type Proposer's name on said pages for identification purposes), and furnish the financial data required for the Guarantor.

Minimum Qualifications

Firms submitting proposals should meet the following minimum qualifications. Please answer "yes" or "no", and include an explanation, As Needed.

1. Proposer has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence or a statement from their broker that the Proposer can have such insurance in place after notice of award.

☐ Yes ☐ No

2. Proposer has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor code section 3700 ET. Seq. or is exempt because Proposer has no employees. Proposer has continuously had workers' compensation insurance or state approved self-insurance.

☐ Yes ☐ No ☐ Exempt

3. Proposer has automobile liability insurance policy with a policy limit of at least \$2,000,000 per claim or a statement from their broker that the Proposer can have such insurance in place after notice of award.

☐ Yes ☐ No



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4. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project or the bidding or performance of a government contract?

☐ Yes ☐ No

5. Proposer has the appropriate valid license, registration, or certification and is in good standing with the licensing board.

☐ Yes ☐ No

6. Is your firm currently in a bankruptcy case, in Chapter 11, an applicant for Chapter 11, or an adjudicated bankrupt?

☐ Yes ☐ No

Special Qualifications

Proposers should provide the following information relevant to its operations as the basis for evaluation:

7. OTHER REQUIRED RESPONSE INFORMATION

A. REFERENCES

Provide a list, including names, addresses, and phone numbers of at least three (3) clients that your firm has served within the last two (2) years with a scope of service similar to this RFQ. Include a statement authorizing the District to contact such clients for an appraisal of the services they received from your firm.

B. SURETY INFORMATION

Has any Surety or bonding company ever been required to perform upon your default or the default of any of the principals in your organization holding more than a 10% interest?

☐ Yes ☐ No

If yes, attach a statement naming the Surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.



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C. PENDING LITIGATION

Are you, or any of the principals in your organization holding more than a 10% interest, presently a party to any pending litigation, liens, claims or judgments?

☐ **Yes** ☐ **No**

If yes, provide detailed information for each action.

D. CONFLICT OF INTEREST

Does the company have any existing or potential conflicts of interest with the District?

☐ **Yes** ☐ **No**

If yes, attach a statement detailing the conflicts of interest.



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**ATTACHMENT D
ADA PROGRAM BONUS POINTS
San Diego Unified Port District**

STAFFING: The District shall award five (5) points to a firm's total score from the evaluation criteria/matrix that has staff with disabilities as defined by the ADA, or that has included one or more Disabled Veteran Business Enterprise (DVBE) subcontracting firm(s). The respondent **MUST** submit DVBE certification documentation and workforce statistical data reporting number and percentage of total employees with disabilities as defined by the ADA.

Acceptable Agency DVBE Certification documentation: Central Contractor Registration (CCR) or State of California Department of General Services (DGS)

Is your firm claiming DVBE or Staffing bonus points? Yes___ No___

Please complete workforce statistical data:

Job Group	Disabled Staff	
	#	%
Officials/Managers		
Professionals		
Technicians		
Sales Workers		
Admin Support		
Craft Workers		
Operators		
Laborers		
Service Workers		
Total:		



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VETERAN'S STATUS: The District shall award five (5) points to a firm's total score from the evaluation criteria/matrix that has Veteran's status or has staff with Veteran's status. **Documentation of a firm's Veteran's status is acknowledged through the firm's good faith by completing the statistical data report listed below.**

Is your firm claiming Veteran's Status bonus points? Yes___ No___

Please complete workforce statistical data:

Job Group	VETERANS STATUS	
	#	%
Officials/Managers		
Professionals		
Technicians		
Sales Workers		
Admin Support		
Craft Workers		
Operators		
Laborers		
Service Workers		
Total:		



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**EXHIBIT A
CERTIFICATE OF INSURANCE
San Diego Unified Port District
ONLY THIS CERTIFICATE OF INSURANCE WILL BE ACCEPTED**

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's Agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage noted on page 2 of this certificate.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate. Return this form to:

**San Diego Unified Port District
Attn: Audit, Risk Management & Safety
P. O. Box 120488, San Diego, CA 92112-0488
FAX: 866-875-1993**

Name and Address of Insured (Contractor or Vendor)			SDUPD Agreement Number _____ This certificate applies to all operations of named insureds property in connection with all Agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY	DATES	LIMITS
	Commercial General Liability ☐ Occurrence Form ☐ Claims-made Form Retro Date _____ ☐ Liquor Liability Deductible/SIR: \$ _____		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability ☐ All Autos ☐ Owned Autos ☐ Non-Owned & Hired Autos		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability ☐ Claims Made Retro-Active Date _____		Commencement Date: _____ Expiration Date: _____	Each Claim \$ _____
	Excess/Umbrella Liability		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			BEST'S RATING
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or Better unless Approved in Writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			E-Mail Address: _____	
			Phone: _____ Fax Number: _____ Signature of Authorized Agent(s) or Broker(s) _____ Date: _____	



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**SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written Agreements, contracts and leases with the San Diego Unified Port District and/or any and all activities or work performed on district premises		

All written Agreements, contracts, and leases with the San Diego Unified Port District and/or any and all activities or work performed on District owned premises.

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
4. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation, change in coverage, reduction of limits or non-renewal. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, Agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

**MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION,
LIMIT REDUCTIONS, AND CHANGES IN COVERAGE TO:**

**San Diego Unified Port District
Audit, Risk Management & Safety
P.O. Box 120488
San Diego, CA 92112-0488**