



ADRIENNE J. TISSIER, CHAIR
Chair of MTC and BATA

November 9, 2011

AMY REIN WORTH, VICE CHAIR
Vice Chair of MTC and BATA

REQUEST FOR QUALIFICATIONS (RFQ)
for the REGIONAL AGENCY HEADQUARTERS FACILITY
at 390 MAIN STREET, SAN FRANCISCO:
RENOVATION and SEISMIC RETROFIT DESIGN

TOM BATES
Vice Chair,
BATA Oversight Committee

DAVE CORTESE
Chair,
MTC Administration Committee

Dear Consultant:

BILL DODD
Chair,
BATA Oversight Committee

The Bay Area Headquarters Authority (BAHA) invites your firm to submit a Statement of Qualifications (SOQ) for architecture and engineering services for the renovation and seismic retrofit of BAHA's Regional Agency Headquarters Facility (BAHA Facility) at 390 Main Street, San Francisco.

SCOTT WIENER
Vice Chair,
MTC Administration Committee

STEVE HEMINGER
Executive Director

This document together with its enclosures comprises the Request for Qualifications (RFQ) for this project. You may download a copy of the RFQ and additional available reference material from the Metropolitan Transportation Commission's (MTC's) website at <http://procurements.mtc.ca.gov/>. Responses should be submitted in accordance with the instructions set forth in this RFQ.

ANN FLEMER
Deputy Executive Director, Policy

ANDREW B. FREMIER
Deputy Executive Director, Operations

SOQ Due Date

Interested firms must submit one (1) original and six (6) copies, as well as one electronic PDF version, of their SOQ by **2:00 pm, Monday, December 5, 2011**. ***SOQs received after that date and time will not be considered***. SOQs shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

BAHA Point of Contact

Stephen Wolf will be BAHA's Project Manager and point of contact for this contract. SOQs and all inquiries relating to this RFQ shall be submitted to Stephen Wolf, Project Manager, at the address shown below. For telephone inquiries, call (510) 817-5968. E-mail inquiries may be directed to swolf@mtc.ca.gov.

Stephen Wolf
Bay Area Headquarters Authority
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

Proposer's Conference and Requests for Clarification and Addenda

Two proposers' conferences will be held to review the RFQ and the project scope; both conferences will cover the same material. Walkthroughs will be held at 390 Main Street and the offices of the Metropolitan Transportation Commission (MTC) and the Bay Area Air Quality Management District (Air District). **Please arrive by the start time listed.** Attendance at the conferences and site tours is not mandatory for proposers.

Proposers' conferences and site tours at 390 Main Street, San Francisco, 94105:

- 10:00 a.m. – 12:30 p.m. on Thursday, November 10, 2011; and
- 1:00 p.m. – 3:30 p.m. on Wednesday, November 16, 2011.

Site tours at MTC and Air District offices and laboratories:

- MTC offices at 101 Eighth Street, Oakland, 94607:
9:30 a.m. – 11:00 a.m. on Tuesday, November 15, 2011;
- Air District laboratories at 3033 Richmond Parkway, Suites 300-302, Richmond, 94806:
9:30 a.m. – 11:00 a.m. on Monday, November 21, 2011; and
- Air District offices and laboratories at 939 Ellis Street, San Francisco, 94109:
9:30 a.m. – 11:00 a.m. on Tuesday, November 22, 2011.

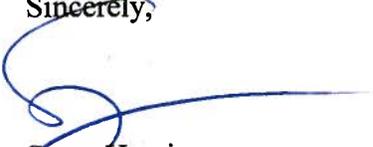
If the proposers submit their interest to the BAHA Project Manager, additional site tours may be scheduled. The time and location of all additional site tours will be posted on MTC's website at least 72 hours in advance.

Any requests for clarification, or questions regarding RFQ requirements, or requests for exceptions to or modifications of RFQ provisions must be received by MTC no later than 2:00 pm on Monday, November 28, 2011 to guarantee consideration.

Any addenda to this RFQ that may be issued by BAHA will be posted at <http://procurements.mtc.ca.gov/>. It is the bidder's responsibility to check for addenda and questions and answers related to this RFQ and comply with new or revised requirements that may be stated therein as BAHA does not send notifications.

Thank you for your participation.

Sincerely,



Steve Heminger
Executive Director, BAHA

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I. BACKGROUND AND EXISTING CONDITION

A. Background

The Metropolitan Transportation Commission (MTC) was created by the state Legislature in 1970 (California Government Code § 66500 et seq.) to serve as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. MTC's 19 commissioners also operate as the Bay Area Toll Authority (BATA).

BATA was created by the California Legislature in 1997 to administer the base \$1 auto toll on the San Francisco Bay Area's seven state-owned toll bridges. In August 2005, the California Legislature expanded BATA's responsibilities to include administration of all toll revenue and joint oversight of the toll bridge construction program with Caltrans and the California Transportation Commission. Caltrans owns and operates the state-owned bridges. Day-to-day staffing for BATA is provided by the Bridge and Highway Operations department of MTC.

The Bay Area Air Quality Management District (Air District) was created by the California Legislature in 1955 as the first regional air pollution control agency in the country. The Air District is the public agency entrusted with regulating stationary sources of air pollution in the nine-county Bay Area.

For the past two years, staff from MTC and the Air District worked together on a strategy to co-locate into a regional government headquarters. The Air District began evaluating options to rehabilitate or replace their existing headquarters (939 Ellis Street, San Francisco), which is 44 years old, requires a substantial investment for deferred maintenance cost, and lacks additional space for staff growth. In comparison, the MetroCenter building (101 – 8th Street, Oakland) which is 30 years old, has limited capacity for further growth and would require MTC to fragment its occupancy into multiple sites in order to accommodate growth.

Sharing a common goal and taking a regional approach, the agencies commenced development of a joint facility strategy with the following objectives:

- Provide for greater building efficiencies,
- Lessen environmental impact through energy efficiency and sustainability,
- Reduce costs through interagency sharing of resources; and
- Improve interagency cooperation and initiatives through co-location.

This strategy would also allow each agency to potentially achieve operational efficiencies through the sharing of resources and equipment (mail rooms, general services, shipping/receiving, telephone equipment, etc), and common space (board rooms and public meeting facilities, library, training center) and co-locating similar agency functions.

The Bay Area Headquarters Authority (BAHA) was created as a Joint Powers Authority (JPA) between BATA and MTC to purchase and develop 390 Main Street, San Francisco for the

Regional Agency Headquarters Facility. BAHA purchased the building in October 2011 and intends to renovate and retrofit the building. MTC, BATA, and the Air District intend to relocate to the building within two years. The co-location of the regional agencies encourages further integration of regional planning efforts currently under the umbrella of One Bay Area. Other regional agencies have indicated interest in relocating into the building as tenants. The San Francisco Bay Conservation and Development Commission (BCDC), a state agency, has expressed interest in leasing space in and relocating to the Regional Agency Headquarters Building.

B. Existing Condition

390 Main Street property sits on the southeast half of the lot bounded by Main, Harrison, Beale, and Folsom Streets. The parking lot to the northwest of the property is a separate parcel and will most likely be developed in the future with high-rise buildings common to the area. The 390 Main property line extends 41 feet from its southwest face.

The building, constructed in 1942, consists of 518,000 gross square feet over eight floors. The floors are identical 64,000-square-foot rectangular plates, measuring 234 by 275 feet. The interior columns typically lie on a 23'-2" by 23'-9" grid.

The basement level is 17'-6" high and sits as follows: above grade on Folsom and Beale Streets, partially below grade on Main Street, and below grade on Harrison Street, which bridges over Beale Street where they intersect. Above the basement are 7 floors with floor-to-floor heights of 11 feet.

The structure was designed to support 250 psf live load on the upper seven floors on typically 10.5-inch concrete slabs, and 350 psf in the basement. The roof design live load varies from 40 to 150 psf. The facility was built as a plant to construct armored vehicles, before being turned over to the United States Postal Service, which used it as a mail sorting facility.

The building is a cast-in-place reinforced concrete structure. The foundation system consists of individual spread footings beneath interior columns and a continuous strip footing at the perimeter. Three rows of columns on the Folsom Street side are supported on reinforced concrete belled caissons. The lower level of the building has a reinforced concrete slab-on-grade. Vertical loads are carried by concrete slabs and columns. The building was originally designed as a military warehouse and slab and column dimensions are larger when compared to a typical office building. The lateral force resisting system consists of reinforced concrete slabs acting as diaphragms to transfer inertial forces to exterior wall frames. The walls are rectangular reinforced concrete pier walls constructed monolithically with thickened rectangular column sections. Spandrel beams connect the frames at the levels above Floor 1; solid walls typically exist at the lower level. There is also an 8-inch-thick wall at the center of the building that runs in the direction parallel to Harrison Street.

This project will make ready 390 Main in San Francisco for its new use as the Regional Agency Headquarters Facility for MTC, BATA, the Air District, and other local government agencies. BAHA may also lease surplus space to private companies.

II. PROPOSER MINIMUM QUALIFICATIONS AND REQUIREMENTS

Statements of Qualifications (SOQs) must demonstrate that the Consultant team meets the following minimum qualifications to be eligible for consideration for this project:

1. Where the design team is comprised of multiple firms, the Proposer shall be the architecture firm, and the principal designer shall be from this firm. Other design team firms (if any) shall be subconsultants to the Proposer. The principal designer shall have led the design of two of either of the following types of projects, or one of each:
 - A. Construction Manager at Risk (also referred to as CMAR, CM At-Risk, CM@R, CM/GC, GC/CM, CMc)
 - B. Design-Build as a member of the Design-Build team.
2. Designers of Record:
 - A. Designers of record, including architect, mechanical engineer, plumbing engineer, and electrical engineer, shall be actively licensed in the State of California at time of SOQ submission. Structural engineer of record shall be an actively licensed California Structural Engineer.
 - B. Designers of record, including architect, structural engineer, mechanical engineer, plumbing engineer, and electrical engineer, shall have been designers of record on two similar projects: retrofits or renovations of multistory commercial properties with 200,000+ square feet of space. Substantial completion of the projects shall have been reached by the time of submission of this SOQ.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. Scope of Work

The preliminary scope of work for the project is provided in *Appendix A, Preliminary Scope of Work*. The selected Consultant will be expected to perform all work and analysis necessary to complete the scope of work.

B. Period of Performance

BAHA expects the work to commence on or about January 14, 2012, to have completed and approved construction drawings completed within one (1) year, and to have construction completed, including project closeout, within two (2) years. At BAHA's sole option, the contract may be extended for additional work related to the *Appendix A, Preliminary Scope of Work*.

C. Construction Budget

BAHA has budgeted approximately \$53 Million for construction costs for this project, which excludes design fees and contingency. This includes a move-in ready condition, less furniture, fixtures, and equipment, for 240,000 square feet of agency space, and warm shell condition for other space to be leased.

IV. CONSULTANT SELECTION TIMETABLE

10:00 a.m., on Thursday, November 10, 2011	Proposers' conference and tour to be held at 390 Main, San Francisco, CA, 94105
9:30 a.m., on Tuesday, November 15, 2011	MTC offices tour to be held at 101 Eighth Street, Oakland, CA, 94607
1:00 p.m., on Wednesday, November 16, 2011	Proposers' conference and tour to be held at 390 Main, San Francisco, CA, 94105
9:30 a.m., on Monday, November 21, 2011	Air District laboratories tour to be held at 3033 Richmond Parkway, Suites 300-302, Richmond, CA 94806
9:30 a.m., on Tuesday, November 22, 2011	Air District office and laboratories tour to be held at 939 Ellis Street, San Francisco, CA 94109
2:00 p.m., on Monday, November 28, 2011	Closing date/time for receipt of requests for clarification/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFQ provisions
2:00 pm, Monday, December 5, 2011	Closing date/time for receipt of SOQs
Week of December 12, 2011 (approximate)	Interviews/Discussions (if held)
Week of December 12, 2011 (approximate)	Revisions to SOQs (<i>if requested</i>)
Wednesday, December 21, 2011 (approximate)	Bay Area Headquarters Authority Approval

V. FORM OF PROPOSAL

SOQ content and completeness are most important. Clarity is essential and will be considered in assessing the proposer's capabilities. Proposers are asked to print on both sides of each page and encouraged to use recycled paper.

Each SOQ should include:

A. Transmittal Letter

SOQ must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signature.

B. Title Page

SOQ must include a title page that includes the RFQ subject, the name of the proposer's firm, local address, telephone number, name of contact person, and the date.

C. Table of Contents

SOQ must include a table of contents that includes a clear identification of the material by section and page number.

D. Overview and Summary

This section should clearly convey the Consultant's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

1. A discussion of the project's purpose;
2. A summary of proposed approach to staffing the project; and
3. The assumptions made in selecting the approach.

E. Qualifications and References

1. Provide company profiles for the Proposer and any subconsultants. Provide a summary of the firm's qualifications addressing each of the minimum qualifications listed in *Section II, Proposer Minimum Qualifications and Requirements*. Follow the template provided in *Appendix B*.

Where proposer's experience exceeds the minimum requirements, proposer may list on a separate page additional relevant experience completed within the last 10 years.

Project graphics and detailed descriptions are addressed in Article F, Portfolio, below and should not be included in this section.

2. Provide a preliminary staffing plan addressing the Preliminary Scope of Work, attached as *Appendix A*. Include an organizational chart that shows roles and responsibilities of key personnel (including subconsultant personnel) and a table showing availability and location

of staff for this project. Provide resumes for key personnel (including subcontractor personnel) that demonstrate qualifications to perform each task. Each resume should not exceed two pages.

The Consultant is responsible for fielding a core team that includes architects and structural, mechanical, electrical, and plumbing engineers, and identifying any additional resources that will be provided to support the Preliminary Scope of Work.

3. Describe the team's reporting structure, including reporting and communication relationships between BAHA, Consultant staff, and subconsultants, during the design and construction administration phases.
4. Provide a list of projects, if any, that key members from the various disciplines (architect, structural engineer, mechanical engineer, electrical engineer, plumbing engineer) have worked on together, with a description of the relationship between disciplines.
5. Provide a summary of all contracts your firm (including subcontractors) has held with MTC, BATA, or the Air District in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

F. Portfolio

This section allows the design team to present projects, as outlined below, it has completed that are relevant to the scope of work for the BAHA Facility project. Projects in which proposed key personnel (e.g. principal designer, principal structural engineer) participated are more useful for evaluation than those completed by personnel not proposed in this SOQ. Include only projects that have at least reached substantial construction completion. For each project, provide approximately 2 pages (4 maximum). The team should select projects that:

- Best exemplify the successful execution of its design work;
- Are similar in scope, size, nature, and budget to the BAHA Facility Project; and
- Were completed within the last 10 years (preferably).

Project Identification Table: For each project, provide a table or brief write-up that includes:

1. Project name (if applicable) and address,
2. Owner and contact information.
3. Design team and personnel listed in this SOQ.
4. General contractor, procurement method (if known), final contract cost (if known), and date of construction completion.
5. Brief project scope, highlighting relevance to the BAHA Facility project. Identify the role LEED and BIM played, if any.

The same project may be used in Parts 1 and 2 of the portfolio if a different aspect of the project is presented in each Part. Avoid providing the same information from one project in both Parts 1 and 2. The Project Identification Table does not have to be duplicated for a project that is used in both Parts 1 and 2.

Portfolio Part 1. Submit 3 projects that the prime Consultant completed that demonstrate the proposer's typical work plan. Provide a description that:

- a. Discusses how the Consultant conducted the work. Identify deliverables and the project schedule, including tasks and relevant subtasks. The response should discuss the tasks and relevant subtasks.
- b. Explains the approach used to manage resources, disciplines, and maintain quality results (i.e. QA/QC approach). Include a description of the role of subconsultants, their specific responsibilities, and how the work was supervised to maintain quality results and ensure seamless integration of the design. Note what level of collaboration with the General Contractor took place before and after the start of construction, and any lean construction practices that were used. Describe the steps taken by the design team to develop the project such that the design support cost (i.e. A/E cost) and capital cost (i.e. construction cost) met the client's budget.
- c. Identifies and explains any problem areas and/or potential obstacles (such as schedule creep, budget overruns, personnel management, feasibility, etc.) that were experienced and how they were addressed. Discuss methods, formal and informal, that were used to track and resolve these problems/obstacles during the project

At least one of the three projects for Portfolio Part 1 shall demonstrate experience representing multi-agency/corporate clients with a project of similar size and scope of work. Discussion should include:

- a. Key project decisions that needed to be made and the collaborative processes (with the client) the design team used to arrive at those decisions.
- b. Description of Any experience presenting recommendations to the public agency advisory groups, executive management, and governing boards for review and approval.

Portfolio Part 2. Submit between 5 and 14 projects the team, or members of the team, completed that have similar scope components. The Proposer (i.e. the architecture firm) shall have participated in at least five of the projects. Include projects that demonstrate the team's ability in the following scopes:

- Recladding and exterior shell renovation (preferably in seismic zones)
- Structural seismic retrofit of concrete buildings
- Space planning and tenant improvement
- Data center build-out
- Landscaping
- Other scope from *Appendix A: Preliminary Scope of Work*

For each project, in addition to the Project Identification Table, provide photographic pictures that show the completed work.

- The pictures should show components of the project that will give the review panel an idea of what each of the disciplines on the team can deliver for the BAHA Facility project within the construction budget stated in this RFQ.
- Include exterior and interior pictures, and close-up pictures that give an idea of the quality of detailing the team is capable of.
- Captions should note what element of the design the team is trying to highlight.

- Color pictures are preferred.

G. Cost Proposal

IN A SEPARATE SEALED ENVELOPE: Provide a schedule of the Proposer and any subconsultant's hourly rates. Rates shall include all direct and indirect costs. *Appendix E: Resource Rate Schedule*, provides an example of the format for the submittal of the Consultant's hourly rates. Rates indicated shall be firm for the initial two (2) year contract term.

Firms' hourly rates will not be a factor in the evaluation. However, BAHA reserves the right to negotiate with or to decline to enter into contracts with a firm(s) whose rates are unreasonable in BAHA's sole discretion.

H. Financial Responsibility

In a separate sealed envelope: Provide a copy of Proposer's most recent annual and past quarterly financial filing. The statements will not be considered part of the SOQ for purposes of the California Public Records Act and will be reviewed to determine responsibility only. All statements will be returned to all proposers prior to consultant selection.

I. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix C*).

J. Insurance Provisions Document

Submit a signed Insurance Provisions Document (*Appendix D-1*).

VI. SOQ EVALUATION

A. Verification of Minimum Qualifications

The Project Manager will review SOQs to ensure that each proposal meets the minimum qualifications set out in *Section II, Proposer Minimum Qualifications and Requirements* of this RFQ. Proposers failing to meet the minimum qualifications will not be considered.

B. Review for General Responsiveness

The Project Manager, in consultation with the BAHA Office of General Counsel, will conduct an initial review of the SOQs for general responsiveness and inclusion of the items requested in Section V, Form of Proposal. Proposers failing to meet the minimum qualifications will not be considered responsive. Also, any SOQ that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. An SOQ that fails to include one or more items requested in Section V, Form of Proposal, may be considered responsive if evaluation in

every criterion is possible. BAHA reserves the right to request additional information from responsive proposers during evaluation.

C. Evaluation Criteria

Responsive SOQs will then be evaluated by a panel of BAHA and partner agency staff on the basis of the following evaluation factors, in descending order of relative importance:

1. Individual and team expertise and experience providing architectural and engineering services that demonstrates the proposer possesses the qualifications needed to successfully carry out the project as described in the Preliminary Scope of Work outlined in *Attachment A*.
2. Demonstrated project management ability. Evaluation will consider demonstration of ability to manage the project, including scope, schedule, milestones, personnel, subconsultants, budget, and final product, and to mitigate problems and obstacles.
3. Written and oral communication skills, based on proposal and interview, if held.

D. Proposer Discussions

Following the initial evaluation, the panel may elect to recommend award to a particular Proposer on written proposals alone, with or without interviews, or may interview or enter into discussions with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions (if held) with a proposer on the “short-list” will be to identify to that proposer specific deficiencies and weaknesses in its SOQ and to provide the proposer with the opportunity to consider possible approaches to alleviating or eliminating them by providing a revised SOQ. Discussions may take place through written correspondence (including e-mail) and/or face-to-face meetings. The Project Manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to twenty (20) minutes. BAHA reserves the right to not convene discussions and to make an award on the basis of initial SOQs, with or without interviews.

E. Request for Revised SOQ

Following discussions, if held, proposers on the “short list” will be given the opportunity to revise their SOQs to address the concerns raised during discussions through issuance of Request for Revised SOQ. Following receipt of the Revised SOQs, the evaluation panel will evaluate them against the evaluation criteria.

F. Final Recommendation

The panel will recommend a Consultant to the BAHA Executive Director, based on their evaluation of the written SOQs, Revised SOQs (if requested), and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation to the Bay Area Headquarters Authority for approval.

Any award made will be to the Consultant whose SOQ is most advantageous to BAHA based on the evaluation criteria outlined above. Further, BAHA reserves the right to accept or reject any and all submitted SOQs, waive minor irregularities, and to request additional information and revisions to SOQs, and negotiate with any or all proposers.

VII. GENERAL CONDITIONS

A. Limitations

This RFQ does not commit BAHA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFQ.

B. Award

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their SOQs as may result from negotiations. BAHA also reserves the right to award the contract without discussion, based upon the SOQs as originally submitted. Any award made will be to the Consultant whose SOQ is most advantageous to BAHA based on the evaluation criteria outlined above.

BAHA reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.

C. Binding Offer

A signed SOQ submitted to BAHA in response to this RFQ shall constitute a binding offer from Consultant to contract with BAHA according to the terms of the SOQ for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to BAHA.

D. Contract Arrangements

A synopsis of BAHA's contract provisions is enclosed for your reference as *Appendix D*. If a proposer wishes to propose a change to any standard BAHA contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept BAHA's standard contract provisions, unless such language is protested in accordance with Section VI.F below.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix D-1, Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance

requirements in *Appendix D-1*, within five (5) days of BAHA's notice that it is the successful proposer. Requests to change BAHA's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. BAHA will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to BAHA determinations on requests to change insurance requirements must be brought to BAHA's attention no later than the date for protesting RFQ provisions listed above. If such objections are not brought to BAHA's attention consistent with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

The initial contract will be to complete schematic design. When the design scope is finalized, BATA at its sole discretion may amend the contract to add completion of design and construction administration. At BAHA's sole discretion the contract resulting from this RFQ may be a firm fixed price, with payment based on BAHA's receiving of satisfactory deliverables or a time and materials based contract.

E. Selection Disputes

A proposer may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that BAHA procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than three (3) working days prior to the date SOQs are due, for objections to RFQ provisions;
2. No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications, or was found to be non-responsive; or
3. No later than three (3) working days after the date on which contract award is authorized by the Authority or the date notified that it was not selected, whichever is later, for objections to Consultant selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until BAHA authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the BAHA review officer to recommend a resolution to the Executive Director.

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular Consultant by BAHA shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with BAHA, no later than three (3) working days after receipt of the written response from the Executive Director. BAHA's decision will be the final agency decision.

F. Public Records

With the exception of the information submitted under *Section V.H, Financial Responsibility*, above, this RFQ and any material submitted by a proposer in response to this RFQ are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. SOQs will remain confidential until BAHA has authorized award.

G. Key Personnel

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of BAHA. Removal of any key staff persons identified in the proposal without written consent of the Project Manager may be considered a material breach of contract.

APPENDIX A: PRELIMINARY SCOPE OF WORK

I. DESCRIPTION

The Bay Area Headquarters Authority (BAHA) requires an architecture and engineering firm (“A/E”) to develop and implement an appropriate renovation and seismic retrofit design for BAHA’s new regional agency headquarters facility at 390 Main in San Francisco (BAHA Facility). The BAHA Facility will house multiple government agencies, including MTC, BATA and the Air District. Unused space will be leased to other public agencies and private companies.

All studies and design work shall be performed under, and approved by licensed design professionals. The A/E will provide services in all disciplines necessary to complete the design, including Engineer’s estimate, construction drawings and/or building information model (BIM) (the A/E will likely be required to design the entire project using BIM), specifications, full budgeting and reporting functions, and construction administration.

The design documents shall be produced in conformance with Local and State guidelines, and sound engineering practices. The governing code is the 2010 California Code of Regulations (CCR) Title 24 as amended by the San Francisco Building Inspection Commission. The seismic retrofit will likely follow ASCE 41-06. The building will be designed to be compliant with the Americans with Disabilities Act (ADA), State fire-life safety requirements, and local zoning requirements.

The initial contract will be to complete schematic design. When the design scope is finalized, BATA at its sole discretion may amend the contract to add completion of design and construction administration.

BAHA intends to follow a Construction Manager at Risk construction model, and the contractor, not yet selected, will perform a design assist role during design.

II. SCOPE OF WORK

The selected Consultant will be responsible for completing the following scope of work:

Core Services:

1. **Budget:** The A/E will be responsible for developing and delivering a design that can be built within BAHA’s construction budget. BAHA has budgeted approximately \$53 Million for construction costs for this project, which excludes design fees and contingency. This includes a move-in ready condition, less furniture, fixtures, and equipment, for approximately 240,000 square feet of agency space, and warm shell condition for other space to be leased.
2. **Environmental requirements and development of documents:** There is no federal funding on this project. The A/E will complete the California Environmental Quality Act (CEQA)

environmental document, estimated to be an Initial Study (IS), leading to adoption of a Mitigated Negative Declaration (MND). This will need to be confirmed when all draft environmental technical studies have been completed. Should new impacts be determined as a result of the technical studies, this Scope of Work will be amended. It is expected that the A/E will prepare and post the Notice of Completion, and submit proper documentation to the Office of Planning and Research/State Clearinghouse, as appropriate. The A/E will be responsible for completion of the final IS.

3. Hazardous materials: A validation of previous investigations of potential impacts due to the presence of hazardous materials/wastes shall be conducted and documented in a Hazardous Materials Technical Memorandum.
4. Exterior cladding: The existing exterior of the facility is painted concrete beams and short pier walls between double-paned windows with red frames. The A/E will be tasked with modifying the exterior to give the facility an improved appearance and increased interior daylighting. Enhancements using some combination of paint, storefront, curtain wall, vertical landscaping, or metal panels will be explored. Multiple concepts will be developed in the schematic phase.
5. Structural retrofit: The A/E will be required to develop separate schematic designs, currently expected to be 1) the Basic Safety Objective from ASCE 41-06 and 2) an enhanced objective of Immediate Occupancy for the 10% in 50 year earthquake. The Consultant will complete the design of the selected scheme. The analysis will likely follow the non-linear static procedure, but the Consultant will be responsible for determining the appropriate analysis procedure. The Consultant will determine the post-retrofit failure mechanism and perform a Probable Maximum Loss (PML) evaluation.

The 1942 as-builts are missing some structural details. The structural engineering team will need to be familiar with local construction methods of the time and may be required to conduct investigations, sampling and testing to determine the as-built condition. A geotechnical feasibility letter report has been prepared. The A/E may be required to conduct its own geotechnical investigation and report, or BAHA may elect to use one of its on-call contracts.

6. Space Planning: The A/E will work with BATA, MTC, the Air District, and other public agencies to finalize the final program, stacking plan, and layout for agency space and leased space. Preliminary space programming work and design principles have been completed. The space plan will be guided by the agencies' goal of seeking cost savings and operational efficiencies through co-location at the Regional Agency Government Headquarters.
7. Interior Design: The Consultant will design the approximately 240,000 square feet of agency space to be occupied by BATA, MTC, the Air District, and other public agencies to a move-in ready state. The primary use will be office space. Also included is the design:
 - 10,000 square feet of public meeting space to be used for the agencies' governing boards and other public meetings;

- 10,000 square feet of specialized space for the Air District that will include a laboratory, a source test section, a quality assurance section, and a clean room (for more information, visit <http://www.baaqmd.gov/Divisions/Technical-Services.aspx>); and
- On-site parking in the Basement level (possibly).

The designer will be called on to incorporate features promoting interagency collaboration (such as shared resources) and healthy building atmosphere (such as day-lighting and enhanced acoustical performance). Building amenities include, but are not limited to a cafeteria, public art and library. The remaining space, which will be leased to other tenants, will be designed to a warm shell condition.

8. Lobby Remodel, Building Access and Security: The main access will be remodeled and possibly relocated to Beale or Main Streets. Building security will allow the public to access the public meeting space while maintaining a secure environment for the entire facility.
9. Electrical, HVAC, and Plumbing: The design firm will re-evaluate the condition of the existing equipment and infrastructure and determine whether to salvage or, more likely, replace. The 11-foot floor-to-floor height requires that the systems be coordinated to minimize their footprint.
10. Data Center Migration: The BAHA Facility was renovated in 2000 to add an approximately 30,000-square-foot data center / server room that includes raised floors, smoke detectors, under-floor air conditioning, FM 200 fire suppression, and backup power supply. The Consultant will be tasked with accounting for the migration of the agencies' server systems, designing the network/telecom connections to the office spaces, and designing upgrades for the server room if needed. In addition, BAHA may lease surplus data center space to outside agencies and firms; the designer must be able to account for MTC, BATA, and Air District growth and provide physical security between the agencies' server systems and those of different tenants.
11. LEED: Sustainable design is a key principle of the project. BAHA intends to reach a LEED Gold or higher under the Core and Shell program. The design team will explore sustainable ideas such as creating a zero net energy building.
12. Landscaping and Public Art: The property line extends approximately 41 feet from the northwest face of the building. The A/E will design landscaping and may be asked to incorporate spaces for public art. Horizontal, vertical and roof landscaping may be explored.
13. Project Management Assistance: Prepare informational materials and attend scheduled meetings with the Project Manager, Core Team (MTC, BATA, and Air District staff), Executive Management team, and other advisory groups. The A/E firm may also be asked to present design progress to the BAHA board, BAHA executives, agency management and staff.

Additional Services

1. Furniture , Fixtures and Equipment (FFE): The A/E may be required to design or select the furniture, fixtures and equipment (FFE). The procurement of the FFE may be through the construction contract or as a separate contract that the A/E would assist in developing.
2. Public Outreach: The work is not anticipated to develop any community concerns beyond the potential for temporary construction impacts due to staging and peripheral external work. It is expected that the A/E will provide for community involvement, as appropriate.
3. Additional Scope: BAHA may require the Consultant to complete additional work not listed in this Scope of Work as it relates to completing the design of the BAHA Facility renovation and retrofit to a move-in ready condition for all tenants, mentioned or not.

APPENDIX B: MINIMUM QUALIFICATIONS AND REQUIREMENTS CHECKLIST

Use the following formats or similar for *Section V, Form of Proposal, Article E, Qualifications and References, Subarticle 1*, in addressing the proposed team’s qualifications specific to the requirements set forth in *Section II, Proposer Minimum Qualifications and Requirements*.

Template for Minimum Requirement 1:

Principal designer name, title, and firm:	
Project 1: address	
Project 1: type of procurement (CMAR or DB)	
Project 1: principal designer’s role	
Project 1: project scope	
Project 1: owner and contact	
Project 1: Contractor and contact	
Project 2: address	
Project 2: type of procurement (CMAR or DB)	
Project 2: principal designer’s role	
Project 2: project scope	
Project 2: owner and contact	
Project 2: Contractor and contact	

Template for Minimum Requirements 2A and 2B:

Designer of record discipline:	
Designer of record name:	
Design license number and expiration	
Similar project 1: address	
Similar project 1: owner’s contact	
Similar project 1: scope and size (square feet)	
Similar project 2: address	
Similar project 2: owner’s contact	
Similar project 2: scope and size (square feet)	

APPENDIX C: CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

BAHA’s commissioners include:

Adrienne J. Tissier
Tom Bates
Amy Rein Worth
Bill Dodd
Dave Cortese
Scott Wiener

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any BAHA commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any BAHA commissioners in the three months following the award of the contract?

YES NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude BAHA from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX D: SYNOPSIS OF PROVISIONS IN BAHA'S STANDARD CONSULTANT AGREEMENT

The selected Consultant/Contractor will be required to sign BAHA's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFQ. In order to provide bidders with an understanding of some of BAHA's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: BAHA may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, BAHA will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, BAHA will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, BAHA may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to BAHA, less the costs to BAHA of rebidding.

Insurance Requirement: See *Appendix D-1, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent Consultant/Contractor and has no authority to contract or enter into any other agreement in the name of BAHA. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant shall indemnify and hold harmless BAHA, BATA, MTC, BAAQMD, and their commissioners, directors, officers, agents, and employees (collectively "Indemnitees") from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and CONSULTANT agrees at its own cost, expense and risk to defend any and all such claims, actions, suits, or other legal proceedings brought or instituted against Indemnitees, or any of them, arising out of, pertaining to, or relating to any such negligence, recklessness, or willful misconduct, and to pay and satisfy any resulting judgments. As part of this defense obligation, Consultant agrees to either retain counsel to defend the Indemnitees or pay charges of the Indemnitees' attorneys with regard to the Claims and Losses. Consultant's duty to defend shall apply and be enforced even if it is alleged that the acts, omissions, or failures to act of parties other than Consultant, including BAHA and other Indemnitees, caused or contributed to the Claims and Losses.

The provisions set forth in this Section are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

Data Furnished by BAHA: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“BAHA Data”) made available to the Consultant by BAHA for use by the Consultant in the performance of its services under this Agreement shall remain the property of BAHA and shall be returned to BAHA at the completion or termination of this Agreement. No license to such BAHA Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant’s use or possession of such BAHA Data. Any updates, revisions, additions or enhancements to such BAHA Data made by the Consultant in the context of the Project shall be the property of BAHA.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“Work Product”) written or produced by the Consultant under this Agreement and provided to BAHA as a deliverable shall be the property of BAHA. Consultant will be required to assign all rights in copyright to such Work Product to BAHA.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of BAHA.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of BAHA. BAHA is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to BAHA for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of BAHA can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX D-1: INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best’s rating of A-X or better.

Yes (√)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of BAHA’s notice to firm that it is the successful proposer.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer’s Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT’s employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of BAHA. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT’s officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee’s defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. BAHA, MTC, BATA, and BAAQMD and their, directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT’s operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT’s officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Errors and Omissions Professional Liability Insurance</u> in an amount no less than \$1,000,000. If such policy is written on a “Claims-Made” (rather than an “occurrence”) basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years

beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.

Property Insurance covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of BAHA (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of BAHA. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of BAHA.

Notice of Termination: All CONSULTANT policies shall provide that the insurance carrier shall give written notice to BAHA at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to BAHA and any other additional insured.

Additional Provisions: Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions:

- Inclusion of BAHA, MTC, BATA, and BAAQMD and their directors, commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of BAHA will be called on to contribute to a loss.

Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, CONSULTANT shall deliver to BAHA Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONSULTANT agrees, upon written request by BAHA, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix D*, Indemnification.

Subcontractor's Insurance: CONSULTANT shall require each of its subconsultants to

provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the BAHA Project Manager.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of BAHA's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to BAHA's attention no later than the date for protesting RFQ provisions. If such objections are not brought to BAHA's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

