
Request for Proposals:

Implementation Advising for Public Utility Expansion

Agreement No. PUC.PRO.0228

9/20/2022



San Francisco
Water Power Sewer
Services of the San Francisco Public Utilities Commission

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1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC, or “Department”), a department of the City and County of San Francisco (“City”), seeks to select a Proposer with proven expertise and extensive experience in the following areas:

- a. Strategic Planning and Implementation
- b. Utility Expansion of Bundled Electric Service Provision (i.e. expansion of existing services to new types of customers and also implementation of new services)
- c. Transition Planning (including workforce integration)

The anticipated total amount and duration of the Professional Services Agreement (“Agreement”) are as follows:

Agreement Amount: \$975,000.00

Agreement Duration: 5 Years

The Agreement amount is inclusive of all reimbursable costs and all optional tasks. The SFPUC reserves the right to commence, close, reduce, or extend Proposer services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to a total of nine (9) years (or 108 months) and may increase the contract amount consistent with City requirements.

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the Overhead and Profit Schedule’s (OPS) billing rates provided by the selected Proposer (“Contractor”) as part of its proposal into the Agreement. The SFPUC will incorporate the Overhead and Profit Schedule’s (OPS) billing rates agreed to by the SFPUC and the selected Proposer (“Contractor”) into the Agreement. The standard terms of the Agreement will be non-negotiable .

The SFPUC may post additional information relating to the RFP on the SFBid website after issuance of the RFP. Proposers are responsible for consulting the [SFBid website](#) regularly for these updates.

1.2 Tentative RFP Schedule

The following dates for issuance of the RFP, receipt and evaluation of proposals, as well as award of an Agreement, are tentative, non-binding, and subject to change without prior notice:

Advertisement of RFP	9/20/2022
Pre-submittal Conference	10/4/2022
Deadline for Proposers to Submit Questions	10/11/2022
Deadline for Proposers to Submit Proposals	10/27/2022
Posting of Proposer Ranking	12/1/2022
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement ...	12/22/2022
Notice of Award of Agreement	1/10/2023

1.3 Pre-Submittal Conference

Pre-submittal conference information:

Time: 2:00 PM

Date: 10/4/2022

Location:

<https://sfwater.zoom.us/j/81096902037?pwd=UXJ2aGN1OURuUy9JQ2dXZGRIZ3grZz>

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The SFPUC encourages attendance at the pre-submittal conference. The SFPUC will address questions regarding the RFP at this conference and provide any new information at that time. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City will not be bound by any oral representation. If the City provides any new and/or substantive information in response to questions raised at the pre-submittal conference, the SFPUC will be memorialize the information in a written addendum to this RFP.

1.4 Requests for Information and Addenda/Change Notices

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the [SFBid website](#).

The SFPUC will provide any interpretation of, or make any change in, the RFP by addendum, which will become a part of the RFP and of any Agreement that the SFPUC awards. The SFPUC will make reasonable efforts to post any modifications to the RFP in a timely manner on the [SFBid website](#).

Please refer to Sections 8.2 and 8.3 for more information regarding RFP inquiries and addenda/change notices.

1.5 Diversity, Equity, and Inclusion in Contracting

This contacting opportunity is subject to compliance with the City’s Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirements. In addition, the SFPUC seeks to promote diversity within its contracting opportunities. Thus, the agency

strongly encourages proposals from Proposers that optimize the use of Small-LBE, Micro-LBE, and SF Small Business Administration (SBA)-certified firms.

The SFPUC also seeks to further optimize the use of Contractor teams that reflect the diversity of the City and County of San Francisco. As such, the SFPUC recommends that Proposers consider the composition of their teams in terms of gender, age, ethnicity, and race, and utilize teams that include a diverse mix of staff at all organizational levels.

- i. As part of SFPUC's core mission, the agency is committed to the promotion of racial equity. In July 2020, by Resolution No. 20-0149, the SFPUC committed to racial justice by condemning systematic racism and vowing to actively promote internal and external racial equity. This effort aligns with the San Francisco Board of Supervisors' enactment of Ordinance No. 188-19 in July of 2019, which amended Chapter 12A of the San Francisco Administrative Code to create an Office of Racial Equity with the authority to create a citywide Racial Equity Framework and required City departments to create Racial Equity Action Plans.
- ii. In alignment with SFPUC's core mission, the agency seeks to promote diversity in its contracting opportunities. SFPUC encourages Proposers to demonstrate in their Proposals actionable commitment to racial justice by, for example, presenting Key Lead Team Members, staff, and consultants, at all organizational levels, who reflect the diversity of the City and County of San Francisco in terms of gender, age, ethnicity, and race.

1.6 Limitations on Communications

From the earlier of either 1) the publication of this RFP on the SFPUC's Contract Advertisement Report, or 2) the date this RFP is issued, until completion of the competitive process of this RFP, either by cancellation or by final action of the San Francisco Public Utilities Commission, Proposers, subcontractors, vendors and/or their representatives or other interested parties, may communicate with the SFPUC only as instructed in this RFP.

The SFPUC strictly prohibits any attempt to communicate with or solicit any City official, representative or employee, except as instructed in this RFP. Failure to comply with this communications protocol may, at the sole discretion of the SFPUC, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this RFP.

1.7 Conflicts of Interest

The City will require the Contractor to agree to comply fully with and be bound by all applicable provisions of state and local law related to conflicts of interest. The SFPUC advises Proposers to review [Section 12](#) of this RFP carefully before submitting a proposal.

2 Background

2.1 San Francisco Public Utilities Commission

The SFPUC is the City department that provides retail drinking water and wastewater services to San Francisco, wholesale water to three (3) Bay Area counties, and green hydroelectric and solar power to San Francisco's municipal operations.

The mission of the SFPUC is to:

- Serve San Francisco and its Bay Area customers with reliable, high quality, and affordable water, while maximizing benefits from power operations and responsibly managing the resources entrusted to its care;
- Protect public health, public safety, and the environment by providing reliable and efficient collection, treatment, and disposal of San Francisco's wastewater;
- Conduct its business affairs in a manner that promotes efficiency, minimizes waste, and ensures rate payer confidence; and
- Promote diversity and the health, safety, and professional development of its employees.

The SFPUC is comprised of three separate enterprises. The Water Enterprise is responsible for managing the transmission, treatment, storage, and distribution of potable water to San Francisco's wholesale and retail customers. The Wastewater Enterprise is responsible for managing the collection, treatment, and disposal of San Francisco's wastewater. The Power Enterprise is responsible for managing retail power sales, transmission and power scheduling, energy efficiency programs, street lighting services, utilities planning for redevelopment projects, energy resource planning efforts, and various other energy services.

With regard to the SFPUC Divisions, External Affairs provides Communications and Outreach services, Business Services oversees all financial and accounting matters for the entire SFPUC, and Infrastructure delivers capital improvement programs.

2.2 SFPUC Policies

The SFPUC has adopted several policies that reflect the agency's commitment to sustainability and environmental stewardship, environmental justice, racial justice, community benefits, and innovative technologies.

A. Environmental Justice Policy

On October 13, 2009, the SFPUC adopted a comprehensive set of environmental justice guidelines for use in connection with its operations and projects within the City, as required by

Charter Section 8B, by Resolution 09-0170. Refer to: https://sfpuc.org/sites/default/files/about-us/policies-reports/Environmental-Justice-Policy_OCT2009.pdf

B. Community Benefits Policy

On January 11, 2011, the SFPUC adopted a Community Benefits Policy, by Resolution No. 11-0008, that seeks to achieve positive community outcomes including: workforce and economic development (such as contracting with local companies and hiring local workers); innovative environmental programs (i.e., those that minimize adverse impacts); stakeholder and community involvement; arts and cultural programming; educational programs; responsible land use; sustainability; improvements in community health; diversity; and inclusionary initiatives that reflect the SFPUC's values, volunteerism, and monetary or in-kind contributions to the community. The SIP program is one aspect of the SFPUC's implementation of the Community Benefits Policy. Refer to: https://sfpuc.org/sites/default/files/about-us/policies-reports/CommunityBenefits%20Policy_JAN2011.pdf

C. Technology Policy

On September 11, 2012, the SFPUC adopted a Technology Policy, by Resolution No. 12-0165, that seeks to take advantage of innovative technologies to benefit ratepayers in a manner that is consistent with the Commission's Budgetary and Ratepayer Assurance policies, practices and endorsed Level of Service ("LOS") goals. The key principles and criteria shall be consistent with Triple Bottom Line principles that include economic, environmental, social, leadership and transparency. Refer to: <https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1180599&data=454530615>

D. Racial Justice Policy

2.3 On July 14, 2020, the SFPUC adopted Racial Justice Resolution 20-0149 condemning systematic racism and vowing to take action to promote internal and external racial equity. This effort aligns with the larger City-wide Legislative Mandate, [Ordinance No. 188-19](#), where the Board of Supervisors established the Office of Racial Equity (ORE) to address racial disparities in City Departments and external programs. Refer to: <https://sfpuc.sharefile.com/d-s2a41b40bc55349ac88cbeec897440594>.SFPUC and Power Enterprise

Within the SFPUC, Power Enterprise is responsible for two programs; Hetch Hetchy Power and CleanPowerSF. Hetch Hetchy Power is San Francisco's full-service, publicly owned electric utility providing an independent alternative to PG&E and Direct Access. As our drinking water flows downhill from Yosemite to the Bay Area, we harness the natural force of gravity to generate 100% greenhouse gas-free hydroelectric power. Our power mix also includes renewable solar and biogas energy generated within City limits. Hetch Hetchy Power provides this clean electricity at rates lower than other programs available in San Francisco. Any municipal facility and many large commercial and residential developments are eligible to be Hetch Hetchy Power customers. CleanPowerSF is San Francisco's official

Community Choice Aggregation energy program. CleanPowerSF buys electricity from renewable sources like solar and wind, and puts that clean electricity on the power grid. That electricity is delivered to homes or businesses through PG&E's existing power lines. All other aspects of our electricity service remain the same: PG&E continues to send monthly bills, operate and maintain the electrical grid, and respond to outages. Any San Francisco customer with a PG&E electric account is eligible for CleanPowerSF.

2.4 Power Asset Acquisition Project

Subject to required approvals, the City and County of San Francisco intends to purchase all of Pacific Gas and Electric Company's (PG&E's) distribution assets and substantially all of PG&E's transmission assets that are needed for the City to provide reliable electricity service to customers in San Francisco. These assets generally include substations transformers, transmission and distribution lines, supporting equipment, operational facilities, relevant records, and other facilities (e.g., streetlights). The project would also include the transfer assignment, or assumption of PG&E-owned fee property, easements, rights-of-way, lease agreements, permits and other land-related agreements, as well as new lease or other agreements between the city and PG&E as necessary for safe and reliable operation and maintenance of the transferred assets.

This contract will support the strategic planning and implementation required for this acquisition effort.

3 Scope of Services

3.1 Description of Services

The SFPUC is issuing this RFP for the purpose of selecting and entering into an agreement with a professional service contractor to provide: expert advice, analysis, and assistance on planning for electric utility expansion.

The primary role of the Contractor will be to perform the following tasks, including but not limited to:

1. Implementation Plan Development
2. Municipal Services
3. Workforce Issues
4. As-Needed Consulting Services

Services provided by the Contractor shall ... augment the City's workforce through the provision of expertise in asset operations and maintenance, municipal services, and workforce integration. The Contractor will work under the direction of the SFPUC ...Power Enterprise.

3.2 Contract Term and Schedule

The Agreement will have a duration of 5 Years.

The SFPUC reserves the right to commence, close, reduce or extend Contractor's services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term for up to an additional 4 years, for a total of nine (9) years (or 108 months).

3.3 Detailed Description of Tasks

The following is a detailed description of the tasks required to complete the assignment.

TASK 1 IMPLEMENTATION PLAN DEVELOPMENT

- Prepare an actionable transition and implementation plan to prepare the organization to take operational control of the distribution and transmission grid.
 - Develop timelines, tasks, dependencies, and milestones for all of the Power Enterprise's functional areas. (i.e. Asset Operations & Maintenance, Bundled Electric Service Provision, & Support Services)
- Assist the SFPUC in development of an organizational structure redesign plan, including staffing, roles and responsibilities, and business processes, as appropriate.

TASK 2 MUNICIPAL SERVICES

- Provide advice on how to position the expanded utility to perform Citywide services at ‘commercial speed’.
- Provide advice on best practices for comparably sized public utilities, including electric utility and general administrative functions, including payment processing, settlements, and accounting.

TASK 3 WORKFORCE ISSUES

- Advise on appropriate organizational structure for expanded utility.
- Provide guidance on transitioning organizational structure.
- Advise on workforce integration and transition issues for an expansion.
 - Advise on creating/revising job classifications.

TASK 4 AS-NEEDED CONSULTING SERVICES

- Provide support in reviewing operations and maintenance needs.
- Provide peer review of work products and proposed activities.
- Participate in internal meetings, public meetings, and hearings:
 - This could include providing briefings or presentations to City staff, decision makers, and the public.
- Provide recommendations to SFPUC staff on appropriate subject matter experts or organizations for information, training, and/or services

4 Minimum Qualifications

The minimum qualifications set forth below are required for a Proposer to be eligible to submit a proposal in response to the RFP. Proposals must clearly demonstrate compliance with the specified minimum qualifications. The SFPUC may reject Proposals that do not clearly meet the minimum qualifications without further consideration. The SFPUC reserves the right to request clarification from Proposers who fail to meet any minimum qualification requirements prior to rejecting a Proposal for failure to demonstrate compliance.

4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications

A Proposer cannot be a Prime Proposer or JV Partner on more than one (1) proposal. In addition, a Prime Proposer or JV Partner that intends to be listed as a subcontractor on another competing proposal must fully disclose that intention to the impacted parties. Any Joint Venture (JV) responding to this RFP must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner).

To qualify as a **Prime Proposer** or **Lead JV Partner** for this Agreement, a Proposer must possess at a minimum the following qualifications:

1. A minimum of ten (10) years of cumulative experience and skills within the last fifteen (15) years in electric utility consulting in each of the following (3) areas:
 - a. Strategic Planning and Implementation for publicly owned electric utilities.
 - b. Utility Expansion of Bundled Electric Service Provision (i.e. expansion of existing services to new types of customers and also implementation of new services)
 - c. Transition Planning (including workforce integration)
2. Must have at least five (5) years of proven experience in managing publicly-owned (municipal or cooperative) utilities

To qualify as a **Non-Leading JV Partner** for this Agreement, a Proposer must possess the following qualifications:

1. A minimum of ten (10) years of experience and skills within the last fifteen (15) years in electric utility consulting in one (1) of the following (3) areas:
 - a. Strategic Planning and Implementation
 - b. Utility Expansion of Bundled Electric Service Provision (i.e. expansion of existing services to new types of customers and also implementation of new services)
 - c. Transition Planning (including workforce integration)

4.2 Subcontractor Qualifications

To qualify as a **Subcontractor** that will provide technical services described in this RFP, the Subcontractor(s) must possess at a minimum the following:

A minimum of five (5) years of experience in one (1) of the following three (3) areas:

- a. Strategic Planning and Implementation
- b. Utility Expansion of Bundled Electric Service Provision (i.e. expansion of existing services to new types of customers and also implementation of new services)
- c. Transition Planning (including workforce integration)

The SFPUC does not require non-technical Subcontractors (e.g., reprographics) to meet the Subcontractor qualifications listed above.

4.3 Key Team Member Qualifications

To qualify as the **Project Lead** for this Agreement, an individual must possess the following: executive level experience of at least five (5) years for a municipal utility (publicly-owned or cooperative)

The Key Team Member must provide a letter of commitment as outlined in Section 5.2.3 (Qualifications Summary).

5 Proposal Response Format

5.1 Proposal Submission

All proposals must be submitted online via the [SFBid Website \(https://sfbid.sfwater.org/\)](https://sfbid.sfwater.org/).

For technical or procedural questions regarding the online submittal, please contact sfbid@sfwater.org.

5.2 Proposal Requirements and Format

Detailed proposal response requirements are listed below and on the online response form within SFBid (“Proposal Response Form”). Please refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. Proposers are prohibited from using the “Make Link” or “Add Image” features in the formatted text response fields. Inclusion of links (other than email addresses) or images in the text response fields may result in rejection of a Proposal. The Proposal must include the following:

5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer and if a Joint Venture (JV) is responding to this RFP, the Lead JV Partner. If available, please provide your City “Bidder” or “Supplier” number.

Proposer must agree to the following commitments listed below and in the Proposal Response Form:

- Proposer has reviewed the Conflict of Interest Section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the qualifications and experience to perform and complete the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Professional Services Agreement (P-600) (see Appendix A);
- Proposer has reviewed the Limitations on Communications Section of this RFP and certifies compliance with all communications instructions and restrictions;
- Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco.

5.2.2 Executive Summary

Proposer must provide an executive summary that:

- Includes a brief overview of the Proposal's principal elements,
- Demonstrates an understanding of the project objectives, and
- Describes the Proposer’s approach for carrying out the scope of services.

5.2.3 Qualifications Summary

Proposer must provide a description and background summary of the Prime Proposer or JV Partners consulting firm(s), and Subcontractors. The summary must include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required to accomplish the work successfully.

If a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The Lead JV Partner must demonstrate proven experience in managing and leading.

Proposer must clearly demonstrate that the Prime Proposer (or JV Partners), and all Subcontractors meet all the minimum qualification requirements outlined in Section 4 of the RFP.

5.2.4 Reference Projects

Proposer must provide a description of the three (3) most recent projects previously managed by the Prime Proposer or JV Partners within the last fifteen (15) years, which must be of the type and scope of services specified in this RFP. The three reference projects must demonstrate the following: at least two (2) of the three (3) projects must clearly demonstrate experience in strategic planning for publicly-owned utilities or municipal organizations; at least one (1) of the three (3) projects must clearly demonstrate experience in transition planning and implementation for expansion of electric services (expansion in either customer base or in service offerings or both); and at least one (1) of the three (3) projects must demonstrate experience in strategic investment for an electric utility

A Proposer may not selectively choose projects. Rather, the Proposer must submit project descriptions for the most recent projects that are relevant to the services requested in this RFP. Failure to submit the most recent, relevant projects may result in the proposal being deemed non-responsive and/or result in the loss of points.

The descriptions shall include:

- Project name;
- Project scope summary;
- Dates when the project was performed;
- Project costs (Prime (or JV Partners) consulting fee and total project cost);
- Proposer's role and responsibilities in the project;
- Proposer's performance on delivering the project on schedule and on budget;
- Proposer staff members who worked on the project; and
- Client name, reference, and contact info.

5.2.5 Work Approach

Proposer must describe its overall work approach. Specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities, including coordination and communication with SFPUC staff, to meet project milestones and deliverable due dates;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (Quality Assurance/Quality Control (QA/QC));
- Approach for monitoring expended labor hours and tracking various factors affecting task costs; include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items;
- Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances;
- Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget;
- Approach and procedures for managing difficult or adversarial external communications and interactions;
- Team organization, availability of individuals identified in the proposal, and proposed internal (within consulting team) and external (including City Departments) reporting relationships;

5.2.6 Team Members

Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who will perform the services outlined in the RFP. Discuss team members' background and experience in order to demonstrate experience and skills necessary to perform the work successfully.

Identify/Implementation Advising for Public Utility Expansion

The information required in this section for Key/Lead Team Members applies to any additional key/lead individuals proposed by the Proposer.

Please note: Proposers must provide evidence of relevant project experience as specified within the Minimum Qualifications section of the RFP (Section 4.3) for all Key/Lead Team Members. This evidence of required project experience should be listed within the team member's Resume or within the Qualifications Summary section for Key/Lead Team Members.

5.2.7 Team Organization Chart

As instructed in the Proposal Response Form, attach an Organizational Chart that illustrates the team structure (include the integration/interaction with City project team staff). Note the firm name and title/role for each team member.

5.2.8 Team Availability

Fill out the spreadsheet template attached as Appendix E of the RFP and entitled "Proposer Commitment Matrix" completely and attached it as directed in the Proposal Response Form. All information in this spreadsheet must be consistent with all other submissions with the proposal (OPS, letters of commitment, etc.) Failure to provide consistent information on the Proposer Commitment Matrix may result in the City finding the proposal non-responsive.

The first worksheet tab is entitled "Commitment Matrix". Identify the specific percentage of work time each Key/Lead Team Member will spend on the project and confirm their availability throughout the project duration.

The second worksheet tab is entitled "Other Project Commitments." Fill in each Key/Lead Team Member proposed on this project and include all other current or pending projects on which they are committed. The numbers can be in full time employee hours or percentage of time, but the information should be consistent for each team member entry.

5.2.9 Overhead and Profit Schedule

Compensation under this contract will be provided as: 1) labor related costs by hourly billing rates for hours worked, and 2) separately billed direct reimbursable expenses (ODCs).

Proposers must use the Overhead and Profit Schedule (OPS) Template, provided as an Excel file in Appendix D, to prepare their OPS. The OPS must include the base hourly rate and each firm's overhead and profit rate (OPR, or "multiplier") for each staff member for the Prime Proposer (or JV Partners) and all Subcontractors expected to work on the Project. Only one overhead and profit rate must be listed for each firm. The OPS must also include the markup on Subcontractor labor costs. The base hourly rate is the employee's earned income hourly rate, which shall not include health benefits, retirement benefits, profit sharing, sick leave, and vacation.

A. Applicable Rates/Tasks

All Proposals must provide 2022 billing rates. The Contractor will only be allowed to escalate its 2023 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

Based on the information provided in the OPS, SFPUC will calculate an Effective Overhead and Profit Rate (EOPR, or "Average Multiplier") by dividing the Total Actual Labor Cost by the Total

Base Labor Cost. The EOPR will be a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR may not exceed 3.20. The maximum billing rate is \$220/hour.**

Any Proposer that does not completely fill out the OPS provided in this RFP and/or does not comply with the maximum allowed EOPR will not receive any points for the OPS portion of the proposal evaluation. Furthermore, it is within sole discretion of the SFPUC to reject any proposal that does not comply with the OPS requirements.

All costs to manage and administer the services under the Agreement must be included in each firm's OPR, or "multiplier." Only individuals who are assigned to the proposal or have been approved by the SFPUC Construction Manager to be added to the Agreement, and are performing tasks directly related to the Agreement, will be allowed to charge their time on the approved task orders.

B. Individual Contractor

An Individual Contractor for purposes of the OPS is an individual staff team member proposed by Proposer who is compensated by Proposer under an hourly contract pay rate instead of an hourly base payroll labor rate. An Individual Contractor must be listed as a separate line item in the OPS. The Individual Contractor's name, entity, and hourly pay rate shall be listed, and the hourly pay rate extended to a billing rate with a 1.00 Overhead and Profit Rate pass-through. The Individual Contractor's hourly pay rate must be verifiable by an executed written contract with the Proposer. Markup on an Individual Contractor is limited to 5% of the Individual Contractor's proposed billed cost. The Proposer's markup for an Individual Contractor must be captured in the subcontractor markup box at the bottom of the OPS.

Provision of Individual Contractors for proposed services under the Agreement shall not exceed 3% of the Proposal Total Actual Labor Cost. If Proposer's Individual Contractor is later replaced or substituted after the Contract is executed, the billing rate of any new Individual Contractor must not exceed the billing rate proposed in the OPS for the position. If the Individual Contractor is replaced or substituted with a Prime or Subcontractor employee at an hourly payroll rate, the firm Overhead and Profit Rate applied to the replacement individual's hourly payroll rate must not exceed the Proposal EOPR.

C. Rates and Markups

The Proposer's billing rates and EOPR provided in the OPS will be non-negotiable during the Agreement award process and for the duration of the Agreement. The EOPR will apply to the billing rate of all subconsulting firms not listed in the OPS. If a new subconsulting firm is added during the duration of the Agreement, the new individual firm Overhead and Profit Rate can be no more than the Proposal Effective Overhead and Profit Rate. The EOPR will also apply to all amendments to the Agreement.

SFPUC may require the Proposer to provide certified payroll records documenting the actual salaries of all individuals who will be added to the Project (i.e., individuals not listed in the OPS). The City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Proposer. The City expects individuals listed in the OPS, and for whom résumés and qualifications have been submitted as part of the proposal, to be provided to the project team.

The Proposer shall provide the markup on Subcontractor labor costs as a separate line item in the OPS. Markups are limited to 5% of Subcontractors' actual labor costs. Markups on ODCs or materials for either the Proposer or its Subcontractors are not allowable.

Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firm's proposed overhead rate (including salary burden and fringe benefits) and proposed profit rate. Each firm's proposed OPR, or "multiplier," shall apply to all proposed staff and substituted, new, or added staff for the duration of the contract and shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses.

D. Other Direct Costs

Direct reimbursable expenses (ODCs) shall include actual direct costs (with no markup) of expenses directly incurred in performing the work. **All ODCs are subject to pre-approval in writing by the SFPUC Manager.**

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by SFPUC ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.
 - Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
 - Personal vehicle use: SFPUC will pay Contractor on a per mile basis as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor must submit to the City an approved mileage log and expense report with its monthly invoices.
 - Project vehicle rental/lease cost, gasoline, tolls and parking. The Contractor must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto

insurance is already part of the contract, SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from Contractor's temporary home is not eligible for reimbursement.

- Specialty printing ("specialty" as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees; and
- Expedited courier services when requested by SFPUC staff and task-specific Safety equipment.

Anything not listed above is not eligible for reimbursement and therefore should be included in the Proposer's EOPR if compensation for these expenses is desired. They include, but are not limited to:

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area Counties, and travel from Contractor's home office to SFPUC facilities not requested by SFPUC;
- Non-routine travel from Contractor's home office to SFPUC facilities or to Moccasin;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

5.2.10 Diversity, Equity, and Inclusion Submittal

Proposers may submit as a part of their Proposals a copy of the company's Diversity Equity and Inclusion (DEI) plan or Racial Equity Plan (REP). Submission of a DEI or REP plan is voluntary. If submitted, the SFPUC will not qualitatively score the plan. However, Proposers may receive points in the evaluation process for submission of a plan (see paragraph 6.2. Overall Evaluation Process). This management plan is a part of a company's strategy to build and to foster diversity and create an inclusive, equitable, and sustainable culture and work environment.

The Diversity, Equity, and Inclusion submittal must be submitted by uploading a PDF in SFBid proposal response form.

5.2.11 CMD Local Business Enterprise Forms

All proposals submitted must include the completed CMD Local Business Enterprise (LBE) Forms (CMD Attachment 2). Attach the completed CMD LBE Forms included in Appendix E: Form 2A, , Form 3, Form 4, and Form 5.

5.2.12 Additional Attachments: City Requirements Forms

All proposals submitted must include the following:

- 1) CMD/12B & 12C Form: Attach the completed CMD Form 12B-101 included in Appendix F. See RFP Section 10.3 for more information.
- 2) Other Required City Forms: Attach the completed Minimum Compensation Ordinance (MCO) Declaration, Health Care Accountability Ordinance (HCAO) Declaration, and First Source Hiring Program (FSHP) Agreement included in Appendices E, F, and G, respectively. See RFP Sections 10.4, 10.5, and 10.6 for more information.
- 3) Chapter 12X Certification, included in Appendix H.
- 4) Release of Liability Form included in Appendix I.

6 Evaluation and Selection Criteria

This section describes the process for analyzing and evaluating the Proposals. SFPUC and CMD staff first perform an Initial Screening process as described in Section 6.1. Proposals that pass the Initial Screening process will proceed to the Evaluation Process described in Section 6.2.

6.1 Initial Review

SFPUC and CMD staff will review each proposal for initial determinations on responsiveness. Elements reviewed will include, without limitation: proposal completeness, compliance with format requirements, compliance with minimum qualification requirements, verifiable references, compliance with LBE requirements, and responsiveness to the material terms and conditions of the Agreement (Appendix A, Professional Services Agreement (P-600)).

SFPUC will not score Proposals during the Initial Review. Initial This review will provide a pass/fail determination as to whether a proposal meets the threshold requirements described above. SFPUC will deem non-responsive any proposal that fails to meet these requirements. SFPUC will not include any Proposal deemed non-responsive in the Evaluation Process described in Section 6.2 below. The City reserves the right to request clarification from Proposers prior to rejecting a proposal for failure to meet the Initial Review requirements. SFPUC will limit clarifications to exchanges between the City and a Proposer for the purpose of clarifying certain aspects of the Proposal, and will not provide a Proposer the opportunity to revise or modify its Proposal.

6.2 Overall Evaluation Process

The evaluation process will consist of the below phases with the following allocation of points:

Written Proposal • Technical Written Proposal	995
Diversity, Equity, and Inclusion Submittal	5
TOTAL	1000

The maximum total score for the evaluation process will be one thousand (1000) points.

The assigned CMD Contract Compliance Officer will assess proposal compliance with Ch.14B requirements and assign a rating bonus at each eligible evaluation stage (i.e. Technical Written Proposal evaluation and Overhead and Profit Schedule), if applicable.

The Technical Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the SFPUC, other City agencies, and/or other utilities or

organizations. SFPUC/City will not include staff closely involved with the preparation of this RFP and the development of the scope of services on the Selection Panel.

6.2.1 Written Proposal Evaluation

The Written Proposal Evaluation consists of evaluation of the Technical Written Proposal.

The assigned CMD Contract Compliance Officer will assess proposal compliance with LBE requirements and assign a rating bonus to the written proposal score, if applicable.

SFPUC will tabulate the written proposal scores, or CMD-adjusted written proposal scores (if applicable), and rank the Proposers starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

6.2.1.1 Technical Written Proposal

The Technical Panel will evaluate and score written proposals using the following point scale:

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Qualifications	4.1, 4.2, and 5.2.3	600
Key Team Member Qualifications	4.3 and 5.2.3	150
Reference Projects	5.2.4	150
Work Approach	5.2.5	50
Proposer Team Organizational Chart	5.2.7	45
Total Points:		995

6.2.2 Diversity, Equity and Inclusion

If submitted, the SFPUC will not qualitatively score the plan. However, Proposers may receive points in the evaluation process for submission of a plan (see RFP Sections 5.2.10 Diversity, Equity and Inclusion Submittal and 6.2 Overall Evaluation Process).

6.2.3 Overhead and Profit Schedule Evaluation

SFPUC will not score Proposals based on their Effective Overhead and Profit Rate (EOPR, or “average multiplier”) for this Project.

6.3 Final Scoring

The SFPUC will tabulate the written proposal and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. SFPUC will identify the Proposer with the highest total score as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

7 Award of an Agreement

7.1 Standard Agreement Language

By submitting a proposal, Proposer acknowledges that it has read, understands, and agrees, if selected, to enter into the City's Agreement as set forth in Appendix A, without changes to the Agreement terms and conditions. SFPUC will not negotiate the standard terms of the Agreement. By submitting its proposal, Proposer accepts to the standard terms of the Agreement and will not seek to propose negotiation of any of its terms.

7.2 Agreement Preparation

The SFPUC in its sole discretion may invite the highest-ranked Proposer to negotiate the proposed overhead and profit rate, billing rates, and staffing listed in the submitted OPS. The SFPUC reserves the right to proceed negotiation with the next highest ranked Proposer if an agreement cannot be reached.

If an agreement is reached in principal, SFPUC General Manager will make a recommendation to the SFPUC Commission for award of the Agreement. The Agreement may be subject to approval by the San Francisco Board of Supervisors pursuant to City Charter Section 9.118.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of the Commission's authorization to execute the Agreement may result in the General Manager's executing an Agreement with the next highest ranked Proposer. The SFPUC, at its sole discretion, may select another Proposer and may proceed against the original Contractor for damages.

SFPUC will issue a Notice of Contract Award (NCA) after the selected Contractor obtains all necessary City approvals, submits required documents, executes the Agreement, and the Controller certifies the Agreement.

7.3 Agreement Administration

SFPUC may direct Contractor to perform contract services in phases. The SFPUC will determine the work to be conducted under each phase and authorize the start of each phase in accordance with the overall agreed upon project schedule.

The City strictly prohibits the Contractor from commencing performance of work under the Agreement until the SFPUC issues a written Notice to Proceed (NTP). The City shall not be liable for payment for any work performed by the Contractor prior to the City's issuance of an NTP.

8 Terms and Conditions

8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers are to promptly notify the SFPUC, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in Section 8.3 of this RFP. The City is not obligated to issue addenda in response to any request submitted after 10/11/2022.

8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the [SFBid website](#). Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the [SFBid website](#). This RFP will only be governed by information provided through written addenda. With the exception of CMD or City contracting inquiries, no questions or requests for interpretation will be accepted after 10/11/2022.

If any new and/or substantive information is provided in response to questions raised at the pre-submittal conference, it will be memorialized in a written addendum to this RFP and posted on the [SFBid website](#).

For questions concerning CMD certification requirements for equal benefits, Proposers should refer to the CMD website at <http://www.sfgov.org/cmd>.

Direct all inquiries regarding business tax registration procedures to the Tax Collector's Office at (415) 554-4400.

8.3 Interpretation and Addenda/Change Notices

Any interpretation of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. Change Notices in the form of Addenda will be posted on the [SFBid website](#).

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the [SFBid website](#). Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the SFBid website before submitting its proposal to determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

8.4 Objections to RFP Terms

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

a) An Objection must be in writing and must be received by the City no later than 5:00 p.m. on the 10th working date prior to the deadline for proposal submittal (as that deadline may be adjusted by Addenda). If an Objection is mailed, the prospective Bidder bears the risk of non-delivery within the required time period. Objections should be transmitted by a means that will objectively establish the date of receipt by the City. Objections or notices of Objections delivered orally (e.g., by telephone) will not be considered.

b) Objections must be delivered to:

CAB@sfgwater.org

RE: **PUC.PRO.0228 Implementation Advising for Public Utility Expansion**

c) The Objection shall state the basis for the Objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The Objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

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

e) Upon receipt of a timely and proper Objection, the City will review the Objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Proposer. At the completion of its investigation, the City will provide a written determination to the prospective Proposer who submitted the Objection. If required, the City may extend the proposal submittal deadline to allow sufficient time to review and investigate the Objection, and issue Addenda to incorporate any necessary changes to the RFP.

f) Objections not received within the time and manner specified will not be considered. A Proposer's failure to provide the City with a written Objection as specified above on or before the deadline specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeiture of the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

g) A Proposer may not rely on an Objection submitted by another Proposer, but must timely pursue its own Objection.

8.5 Reserved (Signature Requirements)

8.6 Term of Proposal

By submitting a proposal for consideration, the Proposer agrees that: (1) the proposed services and prices constitute an offer that is irrevocable for 120 calendar days from the proposal due date, and that the City may accept the offer at any time after submission through the end of the 120th calendar day following the deadline for submission of proposals; and (2) the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

8.7 Revision of Proposal

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

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

A Proposer may withdraw his/her Proposal prior to the proposal submission deadline by following the prompts on the SFBid website. Once withdrawn, a Proposer may submit a revised proposal through SFBid head of the proposal deadline.

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

8.8 Errors and Omissions in Proposal

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

8.9 Financial Responsibility

The SFPUC accepts no financial responsibility for any costs incurred by a Proposer in either responding to this RFP, participating in oral presentations, or negotiating an Agreement with the SFPUC. The proposals in response to the RFP will become the property of the SFPUC and may be used by the SFPUC in any way it deems appropriate.

8.10 Proposer's Obligations Under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the San Francisco Campaign and Governmental Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations for such contract until (1) the termination of negotiations for such contract; or (2) three months have elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office; and
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (i) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (ii) a City officer or employee contacts a Proposer to propose that the Proposer apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a RFP, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. Criminal: Any person who knowingly or willfully violates Section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. Civil: Any person who intentionally or negligently violates Section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. Administrative: Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

8.11 Sunshine Ordinance

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

8.12 Public Access to Meetings and Records

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

8.13 Reservations of Rights by the City

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

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

8.14 No Waiver

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

9 Contract Monitoring Division (CMD) Requirements

9.1 Chapter 14B Local Business Enterprise Subconsulting Participation Requirements and Good Faith Outreach Requirements

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this RFP.

9.1.1 LBE Subconsulting Participation Requirements

The LBE subconsulting participation requirement for this Project is waived.

9.1.2 LBE Prime/JV Participation

Micro LBE, Small-LBE, SBA-LBE Rating Bonus

Pursuant to Chapter 14B.7(E), rating bonuses will be applied at each phase of the selection process under this RFP as the anticipated Agreements are in excess of \$400,000 and less than or equal to \$10,000,000.

Rating Bonus Application for SF Small- and Micro-LBEs

- a) A 10% rating bonus to a Small- or Micro-LBE firm; or a JV exclusively among Small and/or Micro-LBE firms;
- b) A 5% rating bonus to a JV where participation by a Small- and/or Micro-LBE firm equals or exceeds 35% (but is less than 40%);
- c) A 7.5% rating bonus to a JV where participation by a Small- and/or Micro-LBE firm equals or exceeds 40%.

Rating Bonus Application for SBA-LBEs

- a) Pursuant to Section 14B.7(E), a 5% rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus will not be applied at any stage if it will adversely affect a SF Small- or Micro-LBE proposer or a JV with Small- or Micro- LBE participation.
- b) SBA-LBEs are not eligible for the rating bonus when joint venturing with a non-LBE firm. However, if the SBA-LBE joint ventures with a Small- or Micro-LBE, then the joint venture will be entitled to the joint venture rating bonus only to the extent of the Small- or Micro-LBE participation described above.

If applying for a rating bonus as a JV: The Small- and/or Micro-LBE must be an active partner in the JV and perform work; manage the job and take financial risks in proportion to the required level of participation stated in the proposal; be responsible for a clearly defined portion of the work to be performed; and share in the ownership, control, management responsibilities, risks, and profits of the JV. Proposer must describe the portion of the Small- and/or Micro-LBE JV's work in detail separately from the work to be performed by the non-LBE JV partner. The Proposal must designate the Small- and/or Micro-LBE JV's specified portion of the contract work that constitutes a commercially useful function.

9.1.3 LBE Forms

All response packages submitted must include the following Contract Monitoring Division (CMD) Forms contained in the CMD Attachment 2:

- Form 2A – CMD Contract Participation
- Form 3 – CMD Non-Discrimination Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form. If these forms are not returned with the response package, the response package may be determined to be non-responsive and may be rejected.

Failure to complete, sign, and submit each of the required CMD/LBE forms may result in the response package being deemed non-responsive and rejected. Direct all inquiries concerning the CMD LBE program to Linda Rainaldi, the CMD Contract Compliance Officer for the SFPUC, at (415) 754-3227 or Linda.Rainaldi@sfgov.org.

The City strongly encourages proposals from qualified LBEs. Certification applications may be obtained by calling CMD at (415) 581-2310 or by visiting the CMD website at <http://www.sfgov.org/cmd>.

9.2 Chapters 12B and 12C Requirements (Equal Benefits)

Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit the City from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. All proposing firms should be in the process of becoming compliant with Chapter 12B if not already compliant. The Contract Monitoring Division (CMD) has developed rules of procedure and various resource materials explaining the equal benefits program. These materials are available by calling the CMD Equal Benefits Section at (415) 581-2310 or by visiting the CMD website at <http://www.sfgov.org/cmd>.

If you have any questions concerning the CMD 12B/12C Forms, you may call the CMD Equal Benefits Unit at (415) 581-2310.

10 Additional City Requirements

10.1 Insurance Requirements

Without in any way limiting Proposer's liability pursuant to the "Indemnification" section of the Agreement (see Appendix A), Proposer(s) will be required to maintain in force, during the full term of any Agreement, insurance in the following amounts and coverage:

1. **Worker's Compensation Insurance** with Employer's Liability limits not less than:
\$1,000,000.
In statutory amounts, per each accident, injury, or illness.
2. **Commercial General Liability Insurance** with limits not less than:
\$1,000,000.
Per each occurrence, and
\$2,000,000 .
General aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
3. **Commercial Automobile Liability Insurance** with limits not less than:
\$1,000,000.
Per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
4. **Professional Liability Insurance**, applicable to Proposer's profession, with limits not less than:
\$1,000,000.
Per each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Agreement.

Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1. Name as Additional Insured the City and County of San Francisco, the SFPUC, and their respective officers, agents and employees; and
2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

Regarding Workers' Compensation, Proposer hereby agrees to waive subrogation, which any insurer of Proposer may acquire from Proposer by virtue of the payment of any loss. Proposer

agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Proposer, its employees, agents, and Subcontractors.

All policies shall provide thirty (30) days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

Should any of the required insurance be provided under a claims-made form, Proposer shall maintain such coverage continuously throughout the term of the Agreement and, without lapse, for a period of three years beyond the expiration of the Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

Should any required insurance lapse during the term of the Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by the Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate the Agreement effective on the date of such lapse of insurance.

Before commencing any operations under the Agreement, Proposer shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of the Agreement.

Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder. If a subcontractor will be used to complete any portion of the agreement, the Proposer shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Proposer listed as additional insureds.

10.2 Standard Agreement

The Consultant will be required to enter into the Agreement, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix A. Submission of a proposal shall indicate Proposer's Agreement to all terms of the Agreement.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as specified in RFP Sections 10.3, 10.4, 10.5, 10.6, and 10.9, and Section 12, respectively, as well as Article 11 in the attached Agreement.

10.3 Nondiscrimination in Contracts and Benefits

As outlined above, the Consultant will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <https://www.sfgov.org/cmd>.

10.4 Minimum Compensation Ordinance for Employees (MCO)

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

Additional information regarding the MCO, including the amount of hourly gross compensation currently required under the MCO, is available on the City website at www.sfgov.org/olse/mco. Note that the hourly gross compensation rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. See Article 11 in the Agreement for requirements.

10.5 Health Care Accountability Ordinance (HCAO)

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

10.6 First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415)701-4848.

10.7 City Vendor and Subcontractor Registration

Contractor must become an “Approved Supplier” in order to enter into an Agreement with the SFPUC/City. Approved Suppliers are entities that have met all the compliance requirements necessary to conduct business with the City, such as business tax registration and Chapter 12B compliance.

Vendors that are not currently doing business with the City must register within the City’s financial and procurement system to become an Approved Supplier. *Please note: The City also requires all Subconsultants working under a Selected Proposer to register with the City’s financial and procurement system. However, Subcontractors are not required to be compliant with the City’s vendor requirements.*

Please go to the City’s vendor portal, **SF City Partners**(<https://sfcitypartner.sfgov.org/Vendor>) to register.

Contractors must become Approved Suppliers, and Subcontractors must be registered, **within two weeks** of the posting of the highest-ranked Proposer, in order for award of Agreement to [occur / remain in effect].

10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the Contractor unless business tax registration fees are paid in full by the time the Agreement is awarded. Proposer may contact the Tax Collector's office at 415-554-4470 to confirm that business tax registrations fees have been paid in full. Each Contractor must provide a taxpayer ID. Vendor may register their business for tax purposes by filling out the Business Registration online application: <https://newbusiness.sfgov.org/vendor/>.

10.9 Conflicts of Interest

The Consultant will be required to agree to comply fully with and be bound by the applicable provisions of state and local law related to conflicts of interest as discussed in greater detail under Section 12 of this RFP.

10.10 Administrative Code Chapter 14B Reporting Requirements

Contractor must submit all required payment information using the SFPUC's online system as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments. Contractor shall pay its LBE subcontractors within three (3) working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. Failure to submit all required payment information in the SFPUC's online system with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following the City's payment of an invoice, Contractor has ten (10) calendar days to acknowledge all subcontractors have been paid in the online Financial and Procurement System.

10.11 Administrative Code Chapter 12X Requirements

Subject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator. Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies. Each Proposer must certify compliance with this requirement as directed (see Appendix J).

10.12 Contractor Vaccination Policy

Proposers are advised that any contract awarded from this Solicitation is subject to the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration") dated February 25, 2020, and the Vaccination Policy for City Contractors ("Contractor Vaccination Policy") issued by the City Administrator. The Contractor Vaccination Policy requires employees of City contractors and subcontractors who spend substantial time working in close proximity to City employees while performing work under the contract at a City owned, leased or controlled facility ("Covered Employees") to be fully vaccinated or granted an exemption based on medical or religious grounds.

Information about the Contractor Vaccination Policy is available on the City's website at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. Proposers will be required to certify before contract award that they will comply with the Contractor Vaccination Policy if the resulting contract will be a Covered Contract under the Policy, unless the City determines that a waiver should be granted for the reasons stated in that Policy. The Contractor Vaccination Policy's requirements include, but are not limited to, the following:

- a. Contractor shall identify its Covered Employees who are or will be performing Work or Services under this Agreement, and shall inform them of the COVID-19 vaccination requirements stated in the Contractor Vaccination Policy and the Emergency Declaration.
- b. Contractor shall maintain a list of its Covered Employees by name and position, which list shall not include the employees' vaccination status. Contractor shall update the list as needed to show all current Covered Employees, and Contractor shall provide that list to the City on request.
- c. Contractor shall be responsible for determining the vaccination status of any Covered Employees working for their subcontractors on a project. Contractor shall ensure that its covered subcontractors submit required information to the Contractor to ensure its covered subcontractors' compliance with the Contractor Vaccination Policy.
- d. Proposer shall submit to the City the Attestation Form (Appendix O) confirming its compliance with the Contractor Vaccination Policy before contract award. Contractors shall promptly submit to the City a completed Attachment A to the Attestation Form respecting any medical or religious vaccination exemptions granted to their Covered Employees, which shall be updated as needed.
- e. Contractor shall coordinate with the City to confirm that the City can safely accommodate at its worksite any Covered Employee for whom the Contractor has granted a medical or religious vaccination exemption, which may include ensuring that exempt employees who are accommodated comply with any required health and safety protocols.

11 Protest Procedures

11.1 Protest of Non-Responsiveness Determination

After receipt of proposals, the SFPUC, with the assistance of CMD, will conduct an Initial Screening of submitted proposals as set forth in Section 6.1 of this RFP. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or is otherwise unacceptable (i.e., fails to meet Minimum Qualifications Requirements set forth in the RFP), then the City will issue a Preliminary Notice of Proposal Rejection to the applicable Proposer(s).

If a Proposer believes that the City has improperly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five (5) working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC prior to 5:00 p.m. on or before the fifth (5th) working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest.

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

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

The City will not consider any protests not received within the time and manner specified. If a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner specified above, then the City's determination set forth in the Preliminary Notice will

become final. A Proposer's failure to protest as specified above on or before the deadline specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and a forfeiture of the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.2 Protest of Agreement Award

As soon as the SFPUC finalizes Proposer rankings, the SFPUC will post the results on the [SFBid Website](#).

Within five (5) working days of the SFPUC's posting of the highest ranked Proposer on the [SFBid Website](#), any Proposer that has submitted a responsive proposal and believes that the City has unfairly selected another Proposer for award may submit a written notice of protest.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the City to determine the validity of the protest. All protests must be received by the SFPUC **before** 5:00 p.m. on or before the fifth (5th) working day following the SFPUC's posting of the highest ranked Proposer; the City will not consider untimely protests.

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

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

The City will not consider any protests not received within the time and manner specified.

If a Proposer does not protest the SFPUC's posting of the highest ranked Proposer on the SFBid website within the time and in the manner specified, above, then the City's selection will become final and SFPUC staff may proceed to recommend the highest ranked Proposer for

award by the Commission. A Proposer's failure to protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.3 Delivery of Protests

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

Cab@sfgwater.org

RE: **PUC.PRO.0228**

Implementation Advising for Public Utility Expansion

12 Conflict of Interest

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

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

12.1 Obligations

It is the obligation of the Proposer as well as their Subconsultants to determine whether or not participation in that contract constitutes a conflict of interest. While city staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, sub-consultants or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SFPUC. The database of our records concerning work performed by various sub-consultants is available for reference to consultants making their own determination of potential conflicts. Proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

12.2 Work

There are many phases of work pertaining to city contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, Proposers should treat the general guidelines set forth below only as a starting point. The guidelines do not constitute legal advice. A Proposer should consult with its legal counsel to determine whether a potential conflict exists.

7. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in “making the contract” for the work. For these purposes “participating in making” has the same meaning as under Government Code Section 1090 and the term “entity” includes any parent, subsidiary or other related business.
8. **General Program Management Services.** Because these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design, construction management , and/or construction phase of any project.
9. **Preplanning.** Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
10. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
 - a) **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule, and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.
 - b) **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
11. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
12. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.
13. **Construction Management.** This work consists of review, assessment, and recommendation for actions based on interpretation of contract documents. No firm participating in one contract with SFPUC can review any of its own work performed under another contract. Conflicts would likely arise if any firm participates in either preparation of final engineering design or in preparing any documents enumerated in a contract for construction or in preparing any documents the SFPUC requires a Proposer to rely on in the preparation of its bid. Participation in this phase also would likely be in conflict with participation in the construction phase.
14. **Construction.** It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on

participation in construction contracts may be stipulated in other federal, state, or local laws.

15. **Alternative Delivery.** To the extent that an alternative delivery method is used (e.g., design-build or construction manager/general contractor), the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
16. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
17. **Administrative Services.** Any subcontractor or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

12.3 Other General Restrictions Applicable to this RFP

A firm cannot be a Prime Consultant or JV Partner on more than one (1) proposing team. In addition, if a designated Prime Consultant or JV Partner (Lead or Non-lead) intends to be listed as a subconsultant on another competing proposal, the Prime Consultant or JV Partner must fully disclose such intent to the affected parties 30 days prior to the due date for Proposal submittal. Failure to comply with these restrictions may result in the rejection of one or more affected Proposals. A Prime Consultant or JV Partner cannot participate in more than one interview.

12.4 Consultation with Counsel

The SFPUC strongly advises any proposing/bidding firm to consult with their legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing/bidding firm to make that determination. The SFPUC will not advise consultants on conflict of interest matters.

13 Acronyms and Abbreviations

- AACE.....Association for the Advancement of Cost Engineering
- AGMAssistant General Manager
- BEM.....Bureau of Environmental Management
- BFS.....Bruce Flynn Pump Station
- BIM.....Building Information Modeling
- CAB.....Contract Administration Bureau
- CCM.....Contractor Construction Manager
- CEQACalifornia Environmental Quality Act
- CHSChannel Pump Station
- CM/GC.....Construction Manager/General Contractor
- CM.....Construction Management
- CMB.....Construction Management Bureau
- CMD.....Contract Monitoring Division
- CMISConstruction Management Information System
- CPIConsumer Price Index
- CPM.....Critical Path Method
- CSPE.....Contractor Services Performance Evaluation
- EIREnvironmental Impact Report
- EMB.....Engineering Management Bureau
- EOPR.....Effective Overhead and Profit Rate
- FSHPFirst Source Hiring Program
- HCAOHealth Care Accountability Ordinance
- HCIP.....Hetchy Capital Improvement Program
- ICSInfluent Control Structure
- ICCInternational Code Council
- IRSInternal Revenue Service
- JVJoint Venture

LBE.....Local Business Enterprise
LOSLevel of Service
MCOMinimum Compensation Ordinance
mgdmillion gallons per day
NPFNorth Point Wet Weather Facility
NTPNotice to Proceed
O&M.....Operations & Maintenance
ODCOther Direct Cost
OPSOverhead and Profit Schedule
OSPOceanside Water Pollution Control Plant
PLAProject Labor Agreement
PMB.....Program Management Bureau
PMPProject Management Professional
RFIRequest for Information
RFPRequest for Proposals
SELSSoutheast Lift Station
SEP.....Southeast Water Pollution Control Plant
SFPUC.....San Francisco Public Utilities Commission
SOPStandard Operating Procedure
SSIPSewer System Improvement Program
VFDVariable Frequency Drive
WBS.....Work Breakdown Structure
WSIPWater System Improvement Program
WWEWastewater Enterprise

14 List of Appendices

- A. Professional Services Agreement (P-600)
- B. Overhead and Profit Schedule (OPS) Template (Excel file)
- C. Contract Monitoring Division (CMD) LBE Forms
 - a. Form 2A – CMD Contract Participation Form
 - b. Form 3 – CMD Compliance Affidavit
 - c. Form 4 – CMD Joint Venture Form (if applicable)
 - d. Form 5 – CMD Employment Form
- D. 12B & 12C Declaration: Nondiscrimination in Contracts and Benefits Form (CMD-12B-101)
- E. Minimum Compensation Ordinance (MCO) Declaration
- F. Health Care Accountability Ordinance (HCAO) Declaration
- G. First Source Hiring Program Agreement
- H. Chapter 12X Certification
- I. Release of Liability Form