

Addendum No. 7

Request for Proposals

Agreement No. PUC.PRO.0205

Water Capital Program Management Contract

September 9, 2024

Modifications to the Request for Proposals:

1. The Request for Proposals (RFP) is replaced in its entirety with a revised RFP, attached to this addendum. The following section(s) of the RFP have been modified:

CHANGE NO.	SECTION NO.	SECTION TITLE
1	1.2	Tentative RFP Schedule

Attachments:

PUC.PRO.0205 RFP Rev. 7

END OF ADDENDUM NO. 7

Request for Proposals:

Water Capital Program Management Contract

Agreement No. PUC.PRO.0205

Addendum No. 7

9/9/2024



San Francisco
Water Power Sewer

Services of the San Francisco Public Utilities Commission

Table of Contents

1	RFP SUMMARY	1
1.1	INTRODUCTION	1
1.2	TENTATIVE RFP SCHEDULE.....	2
1.3	PRE-SUBMITTAL CONFERENCE	2
1.4	REQUESTS FOR INFORMATION AND ADDENDA/CHANGE NOTICES	3
1.5	DIVERSITY, EQUITY, AND INCLUSION IN CONTRACTING.....	3
1.6	LIMITATIONS ON COMMUNICATIONS.....	3
1.7	SOCIAL IMPACT PARTNERSHIP (SIP) PROGRAM.....	4
1.8	CONFLICTS OF INTEREST.....	5
2	BACKGROUND	6
2.1	SAN FRANCISCO PUBLIC UTILITIES COMMISSION	6
2.2	SFPUC POLICIES.....	7
2.3	SFPUC CAPITAL PROGRAM ORGANIZATION	8
2.4	WATER ENTERPRISE FACILITIES	9
2.5	WATER ENTERPRISE LEVEL OF SERVICE GOALS	15
2.6	WATER CAPITAL PROGRAMS	18
3	SCOPE OF SERVICES.....	22
3.1	DESCRIPTION OF SERVICES	22
3.2	AGREEMENT TERM AND SCHEDULE.....	23
3.3	DETAILED DESCRIPTION OF TASKS.....	23
3.3.1	TASK 1 PROGRAM ADMINISTRATION.....	24
3.3.2	TASK 2 STRATEGIC CAPITAL PLANNING	26
3.3.3	TASK 3 PROGRAM DELIVERY.....	29
3.3.4	TASK 4 PROJECT TECHNICAL SUPPORT	34
3.4	SFPUC STAFF RESPONSIBILITIES	44
3.5	GENERAL OBLIGATIONS	44
4	MINIMUM QUALIFICATIONS	46
4.1	PRIME PROPOSER AND JOINT VENTURE PARTNERS QUALIFICATIONS	46
4.2	SUBCONTRACTOR QUALIFICATIONS	48
4.3	KEY TEAM MEMBER QUALIFICATIONS	49

4.4	LEAD TEAM MEMBER QUALIFICATIONS	52
5	PROPOSAL RESPONSE FORMAT	58
5.1	PROPOSAL SUBMISSION.....	58
5.2	PROPOSAL REQUIREMENTS AND FORMAT	58
5.2.1	CONTACT INFORMATION AND COMMITMENTS	58
5.2.2	EXECUTIVE SUMMARY	59
5.2.3	PROPOSER QUALIFICATIONS	59
5.2.4	REFERENCE PROJECTS	59
5.2.5	WORK APPROACH	60
5.2.6	TEAM MEMBER QUALIFICATIONS	61
5.2.7	TEAM ORGANIZATIONAL CHART	62
5.2.8	TEAM AVAILABILITY	62
5.2.9	OVERHEAD AND PROFIT SCHEDULE	62
5.2.10	DIVERSITY, EQUITY, AND INCLUSION SUBMITTAL	66
5.2.11	THE SFPUC SOCIAL IMPACT PARTNERSHIP (SIP) PROGRAM.....	66
5.2.12	CMD FORMS	74
5.2.13	OTHER REQUIRED FORMS	74
6	EVALUATION AND SELECTION CRITERIA	75
6.1	INITIAL REVIEW	75
6.2	OVERALL EVALUATION PROCESS.....	75
6.2.1	TECHNICAL WRITTEN PROPOSAL EVALUATION	76
6.2.2	ORAL INTERVIEW EVALUATION	77
6.2.3	DEI SUBMITTAL EVALUATION	77
6.2.4	SIP EVALUATION AND SCORING PROCESS	77
6.3	FINAL SCORING	79
7	AWARD OF AN AGREEMENT	80
7.1	STANDARD AGREEMENT LANGUAGE	80
7.2	AGREEMENT PREPARATION	80
7.3	AGREEMENT ADMINISTRATION	80
8	TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS	82
8.1	ERRORS AND OMISSIONS IN RFP	82
8.2	INQUIRIES REGARDING RFP	82

8.3	INTERPRETATION AND ADDENDA/CHANGE NOTICES.....	82
8.4	OBJECTIONS TO RFP TERMS.....	83
8.5	RESERVED (SIGNATURE REQUIREMENTS)	84
8.6	TERM OF PROPOSAL	84
8.7	REVISION OF PROPOSAL.....	84
8.8	ERRORS AND OMISSIONS IN PROPOSAL.....	85
8.9	FINANCIAL RESPONSIBILITY.....	85
8.10	PROPOSER’S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE	85
8.11	SUNSHINE ORDINANCE	86
8.12	PUBLIC ACCESS TO MEETINGS AND RECORDS.....	86
8.13	RESERVATIONS OF RIGHTS BY THE CITY	87
8.14	NO WAIVER.....	87
9	CMD REQUIREMENTS.....	88
9.1	CHAPTER 14B LBE SUBCONTRACTING PARTICIPATION AND GOOD FAITH EFFORTS REQUIREMENTS	88
9.1.1	LBE SUBCONTRACTING PARTICIPATION REQUIREMENTS	88
9.1.2	LBE PRIME/JV PARTICIPATION	89
9.1.3	CMD FORMS	90
9.2	LABOR AND EMPLOYMENT CODE ARTICLE 131 REQUIREMENTS (EQUAL BENEFITS).....	90
10	ADDITIONAL CITY REQUIREMENTS	92
10.1	INSURANCE REQUIREMENTS	92
10.2	STANDARD AGREEMENT	93
10.3	NONDISCRIMINATION IN CONTRACTS AND BENEFITS	93
10.4	MINIMUM COMPENSATION ORDINANCE FOR EMPLOYEES.....	94
10.5	HEALTH CARE ACCOUNTABILITY ORDINANCE	94
10.6	FIRST SOURCE HIRING PROGRAM	94
10.7	CITY VENDOR AND SUBCONTRACTOR REGISTRATION	95
10.8	BUSINESS TAX REGISTRATION	95
10.9	CONFLICTS OF INTEREST.....	95
10.10	CHAPTER 14B REPORTING REQUIREMENTS	95
10.11	PREVAILING WAGE	96
10.12	NONPROFIT COMPLIANCE WITH CALIFORNIA ATTORNEY GENERAL REGISTRY OF CHARITABLE TRUSTS.	96
10.13	CYBERSECURITY RISK ASSESSMENT	96

11	PROTEST PROCEDURES	98
11.1	PROTEST OF NON-RESPONSIVENESS DETERMINATION	98
11.2	PROTEST OF AGREEMENT AWARD	99
11.3	DELIVERY OF PROTESTS	100
12	CONFLICT OF INTEREST	101
12.1	OBLIGATIONS	101
12.2	WORK	101
12.3	OTHER GENERAL RESTRICTIONS APPLICABLE TO THIS RFP	103
12.4	POTENTIAL ACTIONS BY SFPUC AND CONTRACTOR TO PREVENT CONFLICT OF INTEREST	103
12.5	CONSULTATION WITH COUNSEL	105
13	ACRONYMS AND ABBREVIATIONS.....	106
14	LIST OF APPENDICES	109

1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco (“City”), seeks to retain the services of a qualified Proposer¹ to provide programmatic support services for implementation of capital programs for the Water Enterprise, including the Regional and Local Water Enterprise Capital Improvement Program (CIP), the Hetch Hetchy Water CIP, and the Water System Improvement Program (WSIP).

The SFPUC seeks to select a Contractor with proven expertise and extensive experience in the following areas: Capital Program Administration; Strategic Capital Planning; Program Delivery; and Project Technical Support.

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

Number of Agreements to be Awarded: Up to 1

Agreement Amount: \$80,000,000.00

Agreement Duration: 10 Years

The Agreement amount includes 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 five (5) years (or 60 months) and may increase the Agreement 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 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 does not guarantee that Contractor will receive any minimum amount of work or compensation.**

The SFPUC may post additional information relating to the RFP on the SFBid website (<https://sfbid.sfwater.org/>) after issuance of the RFP. Proposers are responsible for consulting the SFBid website regularly for these updates.

¹ “Proposer” refers to any entity responding to this Request for Proposals (RFP).

1.2 Tentative RFP Schedule

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

Advertisement of RFP	6/27/2024
Pre-Submittal Conference.....	7/11/2024
Deadline for Proposers to Submit Questions	7/17/2024
Deadline for Proposers to Submit Proposals.....	8/26/2024
Short-Listing and Notification for Oral Interviews.....	10/2/2024
Oral Interviews.....	10/23/2024 10/28/2024
Posting of Proposer Rankings	10/30/2024
Public Utilities Commission Authorization	12/10/2024
Board of Supervisor's Approval	2/18/2025
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement	3/4/2025
Notice of Award of Agreement.....	4/1/2025

1.3 Pre-Submittal Conference

Pre-submittal conference information:

Date: 7/11/2024

Time: 11:00 AM

Location:

<https://sfwater.zoom.us/j/89829338650?pwd=Ao8auNDnKAQFCsGsVylXVQlb6as485.1&from=addon>

The SFPUC encourages attendance at the pre-submittal conference. The SFPUC will address questions about 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 memorialize the information in a written addendum to this RFP.

The SFPUC highly recommends each Prime Proposer's attendance at the pre-submittal conference.

The San Francisco Contract Monitoring Division (CMD) has established a Local Business Enterprise (LBE) participation requirement for this procurement; see Section 9.1.1, LBE Subcontracting Participation Requirements.

1.4 Requests for Information and Addenda/Change Notices

Proposers must submit all requests for information concerning the RFP in writing, whether submitted before or after the pre-submittal conference, 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.

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 contracting opportunity is subject to compliance with the San Francisco Administrative Code Chapter 14B LBE subcontracting requirements. The SFPUC encourages diversity within its contracting opportunities. The SFPUC seeks proposals that commit not only to optimize the use of Micro-LBE, Small-LBE, and San Francisco Small Business Administration (SBA)-certified firms, but also that endeavor to assemble Contractor teams that reflect the diversity of the City and County of San Francisco.

The agency is committed to the promotion of racial equity. On July 14, 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' (BOS) 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.

The SFPUC encourages Proposers to demonstrate in their proposals actionable commitment to racial justice by, for example, presenting Key and Lead Team Members, staff, and contractors, at all organizational levels, who reflect the diversity of the City and County of San Francisco in terms of gender, age, ethnicity, and race.

The SFPUC's encouragement of diversity will not affect the qualitative evaluation of proposals for this RFP. Criteria for evaluation is limited to the factors described in Section 6, Evaluation and Selection Criteria.

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 solicitation process of this RFP, either by cancelation or by final action of the SFPUC 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 solicitation process. This protocol does not apply to communications with the City regarding business not related to this RFP.

1.7 Social Impact Partnership (SIP) Program

The SFPUC strives to be a good neighbor in the communities that are impacted by its water, power and sewer operations, services, and infrastructure. The SFPUC's Social Impact Partnership (SIP) Program provides an opportunity for its contractors to engage in corporate social responsibility supporting our communities.

In December 2022, by Ordinance No. 261-22, the BOS unanimously adopted San Francisco Administrative Code Chapter 21F authorizing the SFPUC to implement a SIP. Participation in the SIP Program by submission of a SIP Proposal and incorporation of Social Impact Commitments in a Covered Contract shall constitute a contractor's acknowledgment and agreement that it shall comply with the [SIP Rules and Regulations](#) as may be amended during the term of a Covered Contract.

A Proposer may voluntarily propose Social Impact Commitments as a part of its written proposal. The Proposer's Social Impact Commitments must directly benefit the communities, neighborhoods, and/or residents served by the SFPUC and/or impacted by its operations. Social Impact Commitments are in the form of financial contributions or volunteer hours to or through a Beneficiary located in the geographic area specified in this RFP. A Beneficiary may be: (1) a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code Section 501(c)(3), as amended, and all rules and regulations promulgated under that section; (2) an organization that has a fiscal agent that is a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code section 501(c)(3), as amended, and all rules and regulations promulgated under said section and which provides that organization with fiduciary oversight, financial management, and administrative services related to its operation; or (3) a public school, which may include a public school district, County Office of Education, and/or a public college or university. The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity or (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the

general public or a particular community that is the focus or target of the Social Impact Commitment.

The SFPUC invites Proposers to include a SIP Proposal detailing proposed Social Impact Commitments in accordance with RFP Sections 5.2.1 and 5.2.11, which will become contractual obligations upon contract award. Proposers may be eligible to receive a bonus for a SIP Proposal as set forth in this RFP and consistent with the SIP Rules and Regulations.

1.8 Conflicts of Interest

Proposers, by submission of a proposal, 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 provides retail water and wastewater services to San Francisco, wholesale water to three Bay Area counties, and green hydroelectric and solar power for San Francisco's residents, businesses, and 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:

1. The Water Enterprise is responsible for managing the storage, transmission, treatment, and distribution of potable and emergency firefighting water to San Francisco's wholesale and retail customers and hydroelectric energy generation and transmission from the power assets that are part of the Hetch Hetchy Water and Power system.
2. The Wastewater Enterprise is responsible for managing the collection, treatment, and reuse or disposal of San Francisco's wastewater.
3. The Power Enterprise is responsible for managing retail power sales, wholesale electricity supply, power scheduling, transmission and distribution, energy efficiency programs, street lighting services, utilities planning for redevelopment projects, and various other energy services.

The SFPUC also has three administrative divisions:

1. The External Affairs Division provides communications and outreach services.
2. The Business Services Division oversees all financial and accounting matters for the entire SFPUC.
3. The Infrastructure Division delivers capital improvement programs and utility construction projects.

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, by Resolution No. 09-0170, 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 San Francisco Charter Section 8B. 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, by Resolution No. 11-0008, the SFPUC adopted a Community Benefits Policy 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, by Resolution No. 12-0165, the SFPUC adopted a Technology Policy that seeks to take advantage of innovative technologies to benefit ratepayers in a manner that is consistent with its Budgetary and Ratepayer Assurance policies, practices and endorsed Level of Service 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

On July 14, 2020, by Resolution No. 20-0149, the SFPUC committed to racial justice by condemning systematic racism and vowing to take actions to promote internal and external racial equity. This effort aligns with the larger City-wide legislative mandate, [Ordinance No. 188-19](#), where the BOS established the Office of Racial Equity to address racial disparities in City departments and external programs. Refer to: <https://sfpuc.sharefile.com/d->

2.3 SFPUC Capital Program Organization

The SFPUC's 10-Year Capital Plan includes a 10-Year Capital Improvement Program (10-Year CIP) with proposed appropriations budgeted for Water, Wastewater and Power infrastructure improvement projects. The total 10-year value of all proposed appropriations SFPUC-wide for Fiscal Years (FY) 2024-2025 through FY 2033-2034 is over \$11 billion. The Water Enterprise Regional and Local 10-Year CIP is valued at almost \$3 billion and the Hetch Hetchy Water 10-Year CIP is valued at over \$1.5 billion. All divisions within the SFPUC play a role in implementing the SFPUC's extensive capital programs. The Divisions described below are instrumental in delivering capital programs for the Water Enterprise.

Infrastructure Division. Within the SFPUC, the Infrastructure Division, along with the Enterprises, is responsible for delivering the major capital improvement projects within the SFPUC's capital improvement programs for water, wastewater and power assets and for providing internal personnel resources for these programs. The Infrastructure Division, which is managed by the Assistant General Manager (AGM) for Infrastructure, is organized into operations and programs. Operations is related to project delivery and includes the Project Management Bureau (PMB), the Engineering Management Bureau (EMB), the Construction Management Bureau (CMB), the Environmental Management Group (EMG); and the Project Administration Bureau (PAB). Programs consist of groupings of the SFPUC's major capital projects; Water Capital Programs include the WSIP, the Regional and Local Water Enterprise Capital Improvement Programs (Regional WECIP and Local WECIP), and the Hetch Hetchy Capital Improvement Program (HCIP).

Water Enterprise. The SFPUC Water Enterprise, which is managed by the AGM for Water, is responsible to supply water to 26 wholesale customers in San Mateo, Alameda and Santa Clara counties, and to retail customers primarily located within the City and County of San Francisco (City). Approximately 67% of the SFPUC's water supply is delivered to wholesale customers and the remaining approximately 33% of the SFPUC's water supply is delivered to retail customers. The Water Enterprise also delivers power from its high voltage hydroelectric generation and transmission facilities for San Francisco's municipal load. The Water Enterprise owns, operates and maintains dams; reservoirs; watersheds; hydroelectric generation and transmission facilities; water treatment and pumping facilities; water transmission and distribution facilities; access roads and bridges; and buildings including laboratories, shops, and offices; from reservoirs in Tuolumne County to retail customer meters in San Francisco.

The Water Enterprise is divided into six divisions: Hetch Hetchy Water and Power (HHWP), Water Supply and Treatment Division (WSTD), City Distribution Division (CDD), Natural Resources and Lands Management Division (NRLMD), Water Quality Division (WQD), and Water Resources Division (WRD).

- HHWP operates and maintains water and hydroelectric generation facilities that are

supplied water from Hetch Hetchy, Cherry Lake, and Lake Eleanor Reservoirs; transport water through Early Intake, Priest, and Moccasin Reservoirs as well as major water tunnel and pipeline transmission facilities; generate power at Kirkwood, Holm, Moccasin, and Moccasin Low-Head Powerhouses; and transmit power via a network of high-voltage switchyards, substations, and transmission lines.

- WSTD oversees the Calaveras, San Antonio, Crystal Springs, and San Andreas Reservoirs in addition to water treatment plants, major water transmission pipelines and facilities, and regional groundwater wells.
- CDD maintains in-City reservoirs, tanks and pump stations, distribution system pipelines and facilities, groundwater wells, recycled water distribution, customer meters, and the Emergency Firefighting Water System (EFWS).
- NRLMD manages SFPUC's watershed lands, right-of-way easements and other properties, as well as oversees environmental regulatory compliance for the Water Enterprise.
- WQD oversees drinking water quality control, process engineering, regulatory compliance monitoring and reporting, and laboratory services.
- WRD performs long-term planning and implementation of water supply diversification programs, including water conservation, groundwater, recycled water, onsite water recycling, and other alternative water supply facilities and programs.

2.4 Water Enterprise Facilities

Regional Water System. The Regional Water System consists of over 389 miles of pipeline, over 74 miles of tunnels, 11 reservoirs, 13 groundwater wells, five pump stations, and three water treatment plants located outside of the City, and over 1,235 miles of pipeline, 11 reservoirs, six groundwater wells, eight storage tanks, 24 pump stations, eight hydropneumatic stations and 17 chlorination stations located within the City limits. The State of the Regional Water System Report, published by SFPUC every two years, provides detailed descriptions of all water system assets along with updates on current condition assessments, maintenance activities, and capital improvements to the assets. The 2022 State of the Regional Water System Report is included in Appendix C2.

The Regional Water System begins with watersheds in the Sierra Nevada, drawing approximately 85% of the SFPUC's water supply from the Upper Tuolumne River Watershed and feeding a single aqueduct system that delivers water 120 miles by gravity to Bay Area reservoirs and users. The SFPUC draws the remaining water supply from local surface waters and groundwater in the Alameda and Peninsula watersheds and the Westside Groundwater Basin. A schematic (not to scale) of the Regional Water System is shown as Figure 1.

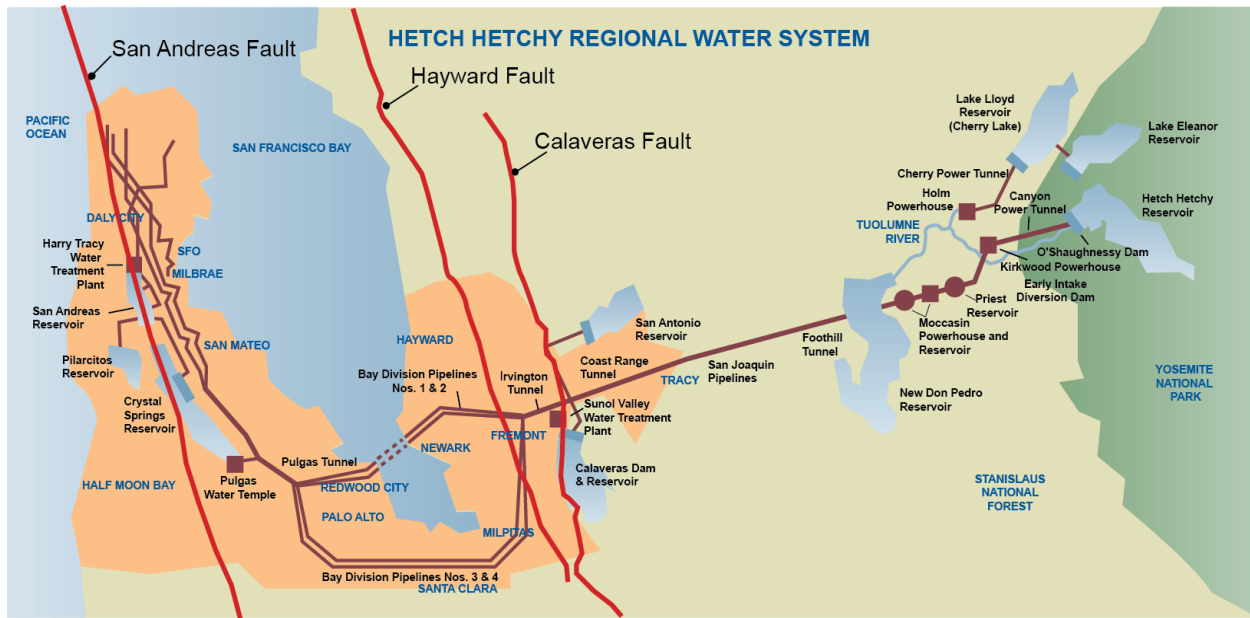


Figure 1: Regional Water System

The Regional Water System is comprised of three primary regional water supply and conveyance systems: the Hetch Hetchy System, the Alameda System, and the Peninsula System (as herein defined), as well as the Regional Groundwater Storage and Recovery System.

Hetch Hetchy System. In the Hetch Hetchy System, sometimes referred to as the Hetch Hetchy Project, the SFPUC diverts water from Hetch Hetchy Reservoir via the O'Shaughnessy Dam into the Canyon Power Tunnel, through Kirkwood Powerhouse, then through Mountain Tunnel to Priest Reservoir. From Priest Reservoir water travels through the Moccasin Penstocks and Moccasin Powerhouse to Moccasin Reservoir. Leaving the outlet tower at Moccasin Dam, water travels through the Foothill Tunnel and then the San Joaquin Pipelines to the Tesla Treatment Facility for ultraviolet light (UV) disinfection. From Tesla, the water enters the Coast Range Tunnel, where the SFPUC blends the water with water from the Alameda System at Alameda East Portal, before it travels through the Irvington Tunnel to customers in the Bay Area.

Alameda System. The Alameda System includes two reservoirs, San Antonio Reservoir and Calaveras Reservoir, which collect water from the upper Alameda and San Antonio Creek watersheds in Alameda County. The SFPUC treats this water at the Sunol Valley Water Treatment Plant (SVWTP) and blends it with Hetch Hetchy water at the Alameda Siphons. The combined water flows through Irvington Tunnels 1 and 2 to the five Bay Division Pipelines that cross the South Bay Area to the Peninsula System. Bay Division Pipelines 1, 2, and 5 connect with the Bay Tunnel on opposite sides of the San Francisco Bay near the Dumbarton Bridge. The Bay Tunnel itself runs beneath the San Francisco Bay. Bay Division Pipelines 3 and 4 traverse the southerly edge of the San Francisco Bay,

delivering water to SFPUC wholesale customers along the way. All five pipelines reconnect near the inlet to the Pulgas Tunnel on the Peninsula.

Peninsula System. Two reservoirs, Crystal Springs and San Andreas, collect runoff from the San Mateo Creek watershed as well as water transfers from the Regional Water System. Water from Pilarcitos Reservoir, on Pilarcitos Creek, directly serves one of the wholesale customers, the Coastside County Water District (which includes the City of Half Moon Bay), and can also deliver water to Crystal Springs and San Andreas Reservoirs. Water delivered from the Bay Division Pipelines in excess of Peninsula System and in-City demands spills into Crystal Springs and San Andreas Reservoirs. At the Harry Tracy Water Treatment Plant (HTWTP), the SFPUC filters and disinfects water supplied from Crystal Springs and San Andreas Reservoirs before it is delivered to Peninsula customers and the in-City Distribution System. The Peninsula System includes conveyance facilities connecting the Bay Division Pipelines to the in-City Distribution System and to other SFPUC customers on the Peninsula.

Regional Groundwater Storage and Recovery System. The Regional Groundwater Storage and Recovery System provides additional dry-year delivery and diversification of the water supply during drought and non-drought periods. The SFPUC and two other wholesale customers operate and maintain 13 wells that are located along the Peninsula in the Westside Basin.

Local Water System. Within the City and County of San Francisco, the SFPUC operates and maintains four active water systems: the City Distribution System, the Local Groundwater System, the Recycled Water Distribution System, and the Emergency Firefighting Water System. Details about the Local Water System can be found in Appendix C3: 2019 Report on the State of the Local Water System.

City Distribution System. The Regional System delivers the City's retail potable water supply via major transmission pipelines that terminate at University Mound Reservoir, Sunset Reservoir, and Merced Manor Reservoir within San Francisco. The City Distribution System consists of several reservoirs, tanks, pump stations, and about 1,280 miles of distribution pipelines that serve potable water to approximately 180,000 metered customers.

Local Groundwater System. The potable water distribution system also receives water supplied from seven groundwater wells located in the western region of San Francisco and in Golden Gate Park.

Recycled Water Distribution System. Recycled water is delivered from Daly City for use at Harding Park Golf Course in San Francisco. In addition, the almost completed Westside Enhanced Water Recycling Facility at the Oceanside Plant will provide high quality

recycled water for irrigation within Golden Gate Park, Lincoln and Presidio Golf Courses, and other locations.

Emergency Firefighting Water System. The Emergency Firefighting Water System (EFWS) is an independent non-potable high-pressure water distribution system within San Francisco originally built after the 1906 earthquake to improve fire, earthquake and emergency response by providing firefighters with a seismically reliable water supply for fires following earthquakes and other disasters. The EFWS includes a 10.5 million gallon reservoir, two tanks, two seawater pump stations, about 230 cisterns, and approximately 135 miles of pipelines and fire suppression hydrants that can be operated at pressures as high as 350 pounds per square inch (psi). The San Francisco Fire Department (SFFD) transferred ownership of the facilities to the SFPUC in 2010, and the SFPUC currently operates and maintains the system for use by the SFFD.

Water Storage. The majority of the water delivered by the SFPUC is supplied by runoff from the upper Tuolumne River watershed on the western slope of the central Sierra Nevada. Three major reservoirs collect runoff: Hetch Hetchy Reservoir, Lake Lloyd Reservoir (also known as Cherry Lake) and Lake Eleanor Reservoir. The SFPUC uses water stored in all three reservoirs for hydroelectric generation and downstream releases to satisfy both instream flow requirements and the Irrigation Districts' Raker Act entitlements. Normally, only Hetch Hetchy Reservoir supplies water to the Bay Area for potable water supply.

In the Alameda Creek watershed, which is located in Alameda County, the SFPUC manages Calaveras Reservoir and San Antonio Reservoir to capture local watershed runoff that SFPUC can treat at the SVWTP. On the San Francisco Peninsula, located in San Mateo County, the SFPUC manages Crystal Springs Reservoir and San Andreas Reservoir for local runoff and water transfers that SFPUC can treat at the HTWTP, and Pilarcitos Reservoir for water storage and deliveries to Coastside County Water District in Half Moon Bay. In addition, San Antonio, Crystal Springs, and San Andreas Reservoirs serve as storage for Hetch Hetchy system diversions.

The Water Enterprise's City Distribution System reservoirs and storage tanks have the capacity to hold approximately 413 million gallons, or 1,267 acre-feet, of water. The SFPUC estimates this capacity to be an approximate five-day supply at the current average rate of consumption for San Francisco. Three in-City reservoirs, Sunset, University Mound, and Merced Manor Reservoirs, are also terminal reservoirs that moderate transmission system flow peaking for the Regional Water System, and SFPUC can convey water stored in them back to the San Francisco Peninsula. In addition, SFPUC has an emergency supply of existing non-potable water immediately available within the City at Lake Merced. Lake Merced currently holds approximately 1.5 billion gallons, or approximately 4,603 acre-feet, of water.

Dam Supervision. The SFPUC owns 18 dams that are licensed and regulated by the California

Department of Water Resources' Division of Safety of Dams ("DSOD"). These are identified in the table below:

SFPUC Dam	Dam Type	Dam Height (feet)	County	Year of Completion	DSOD Jurisdictional?
O'Shaughnessy Dam	Concrete Gravity Arch	430	Tuolumne	1923/1938	Yes
Cherry Valley Dam	Earth and Rock	330	Tuolumne	1955	Yes
Early Intake Diversion Dam	Concrete Arch	81	Tuolumne	1924	Yes
Eleanor Dam	Concrete Buttressed Arch	70	Tuolumne	1918	Yes
Moccasin Dam	Earth and Rock	70	Tuolumne	1929	Yes
Priest Dam	Earth and Rock	160	Tuolumne	1923	Yes
New Calaveras Dam	Earth and Rock	220	Alameda	2018	Yes
James H. Turner Dam	Earth	195	Alameda	1965	Yes
Upper Alameda Diversion Dam	Concrete Slab and Buttress	31	Alameda	1931	No
Lower Crystal Springs Dam	Concrete Gravity	163	San Mateo	1888/1890/1911	Yes
Upper Crystal Springs Dam	Earth	92.5	San Mateo	1877/1891	No
Pilarcitos Dam	Earth	95	San Mateo	1866/1867/1874	Yes
San Andreas Dam	Earth	105	San Mateo	1870/1875	Yes
San Mateo Creek Dam No. 1	Earth	20	San Mateo	1898	No
San Mateo Creek Dam No. 2	Concrete Arch	40	San Mateo	1898	No
Stone Dam	Masonry Arch	31	San Mateo	1871	No
Sunset North Basin	Earth	74	San Francisco	1938	Yes
Sunset South Basin	Earth	34	San Francisco	1960	Yes
University Mound North Basin	Earth	17	San Francisco	1885	Yes

University Mound South Basin	Earth	61	San Francisco	1937	Yes
Stanford Heights	Earth	31	San Francisco	1928	Yes
Summit	Earth	26	San Francisco	1954	Yes
Sutro Reservoir	Earth	55	San Francisco	1952/2007	Yes

(11/2023)

Water Treatment

The ***Tesla Treatment Facility***, located near Tracy, CA, disinfects high quality unfiltered Hetch Hetchy water through UV treatment followed by chlorination. The facility has a capacity of 300 mgd and is among the largest drinking water UV disinfection facilities in North America.

The ***Sunol Valley Chloramination Facility***, located in the Sunol Valley at the Alameda East Portal of the Coast Range Tunnel, provides fluoridation, chloramination and corrosion control treatment for the Hetch Hetchy water as well as pH adjustment and dechlorination for waters that are discharged from the system.

The ***SVWTP*** located in the Sunol Valley treats all water from the Calaveras and San Antonio reservoirs in the Alameda System and also has the capability to filter Hetch Hetchy water on the occasion when the Sierra supply does not meet required drinking water standards. SVWTP has a capacity of 160 mgd. Treatment processes at SVWTP include coagulation, flocculation, sedimentation, filtration, disinfection, and powdered activated carbon (PAC) treatment for taste and odor control. The WSIP completed an improvement project at the SVWTP in 2014, adding a fifth sedimentation basin to increase reliable capacity, retrofitting existing filters, and adding a new 17.5-million-gallon circular treated water reservoir. SFPUC anticipates commencing construction of ozone disinfection facilities in 2024. SFPUC is planning for additional improvement projects at the SVWTP over the next decade.

The ***HTWTP***, located near the city of San Bruno, treats water stored in the Crystal Springs and San Andreas Reservoirs in the Peninsula System. HTWTP has a peak capacity of 140 mgd and a sustainable capacity of 120 mgd. Treatment processes at the HTWTP include ozonation, coagulation, flocculation, filtration, disinfection, fluoridation, corrosion control treatment and chloramination. Recent upgrades under the WSIP added an 8 million gallon treated water reservoir and improved delivery reliability to achieve a sustained capacity of 140 mgd for at least 60 days and provide 140 mgd within 24 hours following a seismic event on the San Andreas Fault. A project to replace filter underdrains for six of the filters has recently completed construction.

The ***Pulgas Dechloramination Facility***, located near the Pulgas Water Temple and Crystal Springs Reservoir, removes chloramine disinfectant and adjusts the pH from potable water that is

transferred from the Regional Water System for storage in Crystal Springs Reservoir.

Several ***Regional Groundwater and Local Groundwater Wells*** have adjacent treatment facilities to add chlorine, ammonia, fluoride and pH adjustment as well as manganese removal at a few of the well locations. Future treatment requirements for emerging water quality constituents of concern, such as raw water ammonia and various hydrocarbons, is being evaluated; budget for future probable treatment facilities is included in the 10-Year CIP.

Hydroelectric Power Generation

SFPUC owns and operates multiple power generation assets, including three high-head and one low-head hydropower houses. These assets are all operated and maintained within the Hetch Hetchy Water system, and many of the assets are also integral to the water delivery system. SFPUC also owns and operates multiple power transmission assets, including high-voltage transmission lines, towers, substations, and switchyards. These assets are all operated and maintained within the Hetch Hetchy Water system. These assets are used in part to serve the power that is required to operate multiple Regional Water facilities. SFPUC additionally owns and operates multiple power distribution assets, including pole-mounted transformers, switches, reclosures, and conductors. Most of these assets are within the Hetch Hetchy Water system. A summary description of all of these assets can be found in the 2022 State of the Regional Water System Report in Appendix C2.

2.5 Water Enterprise Level of Service Goals

In 2008 the SFPUC Commission formally adopted the California Environmental Quality Act (CEQA) Findings for the WSIP and approved the following level of service (LOS) goals and objectives for the program:

WSIP Program Goals and Objectives

Program Goal	System Performance Objective
<p><u>WATER QUALITY</u></p> <p>Maintain high water quality</p>	<ul style="list-style-type: none"> • Design improvements to meet current and foreseeable future federal and state water quality requirements. • Provide clean, unfiltered water originating from Hetch Hetchy Reservoir and filtered water from local watersheds. • Continue to implement watershed protection measures.
<p><u>SEISMIC RELIABILITY</u></p> <p>Reduce vulnerability to earthquakes</p>	<ul style="list-style-type: none"> • Design improvements to meet current seismic standards. • Deliver basic service to the three regions in the service area (East/South Bay, Peninsula, and San Francisco) within 24 hours after a major earthquake. Basic service is defined as average winter-month usage, and the performance objective for design of the regional system is 229 mgd. The performance objective is to provide delivery to at least 70 percent of the turnouts in each region, with 104, 44, and 81 mgd delivered to the East/South Bay, Peninsula, and City of San Francisco, respectively. • Restore facilities to meet average-day demand of up to 300 mgd within 30 days after a major earthquake.
<p><u>DELIVERY RELIABILITY</u></p> <p>Increase delivery reliability and improve ability to maintain the system</p>	<ul style="list-style-type: none"> • Provide operational flexibility to allow planned maintenance shutdown of individual facilities without interrupting customer service. • Provide operational flexibility to minimize the risk of service interruption due to unplanned facility upsets or outages. • Provide operational flexibility and system capacity to replenish local reservoirs as needed. • Meet the estimated average annual demand of up to 300 mgd under the conditions of one planned shutdown of a major facility for maintenance concurrent with one unplanned facility outage due to a natural disaster, emergency or facility failure/upset.

Program Goal	System Performance Objective
<u>WATER SUPPLY</u> <i>Meet customer water needs in non-drought and drought periods</i>	<ul style="list-style-type: none"> • <i>Meet average annual water demand of 265 mgd from the SFPUC watersheds for retail and wholesale customers during non-drought years for system demands through 2019.</i> • <i>Meet dry-year delivery needs through 2019 while limiting rationing to a maximum 20 percent system-wide reduction in water service during extended droughts.</i> • <i>Diversify water supply options during non-drought and drought periods.</i> • <i>Improve use of new water sources and drought management, including groundwater, recycled water, conservation and transfers.</i>
<u>SUSTAINABILITY</u> <i>Enhance sustainability in all system activities</i>	<ul style="list-style-type: none"> • <i>Manage natural resources and physical systems to protect watershed ecosystems.</i> • <i>Meet, at a minimum, all current and anticipated legal requirements for protection of fish and wildlife habitat.</i> • <i>Manage natural resources and physical systems to protect public health and safety.</i>
<u>COST-EFFECTIVENESS</u> <i>Achieve a cost-effective, fully operational system</i>	<ul style="list-style-type: none"> • <i>Ensure cost-effective use of funds.</i> • <i>Maintain gravity-driven system.</i> • <i>Implement regular inspection and maintenance program for all facilities.</i>

SFPUC utilized the first four goals (Water Quality, Seismic Reliability, Delivery Reliability, and Water Supply) to determine project design criteria for the WSIP projects. The last two goals (Sustainability and Cost-Effectiveness) are overarching program goals for the WSIP that SFPUC has not applied to specific criteria at the project level. The Water Enterprise has continued to use these goals in the same manner in its subsequent capital programs following the WSIP.

On November 28, 2023, the SFPUC Commission approved Amended and Updated Water Enterprise LOS Goals and Objectives. Attached here as Appendices C4a and C4b are the complete 2023 Amended and Updated Water Enterprise LOS Goals and Objectives together with a Comparison of 2008 Levels of Service and 2023 Amended and Updated Levels of Service. The LOS Goals and Objectives have continued to be foundational for prioritizing capital program needs and defining project-level performance criteria.

2.6 Water Capital Programs

The Water Enterprise has water, power, and utility assets that stretch from Yosemite National Park to the City. The SFPUC has developed a 10-year capital plan to ensure the Water Enterprise can maintain LOS goals as well as meet water supply diversification goals. The Divisions within the Water Enterprise are responsible for developing the 10-year capital plan referred to collectively as the Water Capital Improvement Program (Water CIP).

Within the Water CIP are several groupings of major capital projects referred to as “programs,” including the WSIP, the Regional and Local Water Enterprise CIP, and the Hetch Hetchy CIP. In addition to projects within these programs, the Water CIP includes projects managed primarily by the Water Enterprise, including Repair and Rehabilitation (R&R) projects, strategic planning projects, and land acquisition funds; projects not included in the programs described below are not the primary focus of this RFP but may be included in some related tasks.

Water System Improvement Program (WSIP). The WSIP is a \$4.8 billion, multi-year program to upgrade the SFPUC's Regional and Local Water Systems. The program is delivering capital improvements that enhance the SFPUC's ability to provide reliable, affordable, high quality drinking water in an environmentally sustainable manner to its 26 wholesale customers and regional retail customers in Alameda, Santa Clara and San Mateo Counties, and to 800,000 retail customers in the City. The WSIP was structured to cost-effectively meet water quality requirements, improve seismic and delivery reliability through the year 2030, and meet water supply objectives until the year 2018.

The WSIP is now 99 percent complete, with only two projects remaining: Regional Groundwater Storage and Recovery project and Alameda Creek Recapture project. These projects are anticipated to be completed by or before 2034.

Regional and Local Water Enterprise CIP (WECIP). The Water Enterprise Capital Improvement Program, part of the SFPUC's 10-Year CIP, is a 10-year plan of proposed appropriations for planned projects to improve assets within the Regional and Local Water Systems. Staff updates the 10-Year CIP every two years (with minor modifications in the off years) and coordinates it with the SFPUC's Financial Plan and rate-setting. Biennial updates to the Water Enterprise CIP account for post-WSIP conditions, including deferred projects not in WSIP and new projects needed to continue meeting level of service goals and to maintain facilities in a state of good repair. SFPUC uses the capital planning process to inform the Water Enterprise CIP with updates to master plans, asset condition assessments, and review of level of service goals.

The Regional Water CIP has seven categories of projects:

- Water Treatment
- Water Transmission
- Water Supply and Storage

- Buildings and Grounds
- Communications and Monitoring
- Watersheds and Rights of Way
- Regional Alternative Water Supplies

The Local Water CIP has seven categories of projects:

- Local Water Conveyance and Distribution
- Systems Monitoring and Control
- Local Reservoirs and Tanks Improvements
- Automated Meter Reading System
- Buildings and Grounds Improvements
- Pump Station Improvements
- Local Water Supplies

Hetch Hetchy CIP (HCIP). The HCIP is also part of the SFPUC's 10-Year CIP, and is a 10-year plan of proposed appropriations for planned projects to improve the assets within the Hetch Hetchy System. These projects will deliver improvements that enhance the SFPUC's ability to provide reliable, affordable, high-quality water to its 2.7 million customers in an environmentally sustainable manner. Ongoing development of the HCIP will sustain the Regional Water System's status as an unfiltered water source and a gravity-driven system. HCIP projects are funded according to three asset classifications: Water, Power, and Joint. The Water classification includes improvement projects for assets that primarily benefit the SFPUC's water customers. The Power classification includes improvement projects for assets that are primarily used to generate environmentally friendly hydroelectric energy. The Joint classification includes improvement projects for assets that are used for both water delivery and power generation. In addition, projects in each funding classification have been further organized by asset type as follows:

- Buildings – projects to provide safe and code compliant workspaces.
- Dams & Reservoirs – projects to improve assets used for storage and delivery of water to SFPUC customers, as well as for water storage for power generation.
- Mountain Tunnel – projects to address deficiencies with the Mountain Tunnel, a critical, non- redundant link in the Hetch Hetchy and Regional Water System that conveys water from Kirkwood Powerhouse to Priest Reservoir.
- Powerhouses – projects to improve facilities at the Holm, Kirkwood, and Moccasin powerhouses.
- Roads & Bridges – projects intended to replace roads and bridges that provide access HHWP assets.
- Switchyard & Substations – projects to meet operational objectives for

power, including reliability, regulatory compliance, and sustainability.

- Tunnels – projects to repair tunnels within the HHWP system (other than Mountain Tunnel).
- Water Conveyance – projects to enhance the reliability of water delivery through pipelines and penstocks, allowing both for delivery of water to SFPUC customers and for delivery of water to powerhouses for power generation.

Renewal and Rehabilitation Program (R&R). The Water CIP includes projects used to repair and rehabilitate (R&R) facilities; these projects are typically smaller in scope and more immediate in need. These projects are managed both by the Water Enterprise and Infrastructure and have a budget lower than \$10 million, but may be higher than \$10 million for multi-year and continuous inspection and maintenance projects such as the San Joaquin Pipeline Life Extension Program. The total budget for R&R-type projects in the 10-Year CIP is typically about 20 percent of the total 10-Year CIP budget.

Water CIP Project Descriptions

Staff presented the currently approved Water Enterprise and Hetch Hetchy Water 10-Year CIP for FY2023-24 to FY2032-33 to the Commission at a Special Budget Hearing on January 30, 2023, which the Commission adopted on February 14, 2023; these serve as the currently approved baseline for project scopes, schedules, and budgets starting as of the first quarter (July 1 to September 30) of FY2023-24. Budget documents containing budget appropriation schedules as well as Project Data Sheets that provide details on project scopes, budgets, schedules and changes can be found as Agenda Item 3 Attachment A to the January 30, 2023 Budget Hearing on the SFPUC's website.

The Water Enterprise and Hetch Hetchy Water 10-Year CIP for FY2024-25 to FY2033-34 were presented to the Commission at a Special Budget Hearing on January 29, 2024 and adopted by the Commission on February 13, 2024; these will become the new baseline for project scopes, schedules, and budgets starting in the first quarter (July 1 to September 30) of FY2024-25 following approval by the Mayor and Board of Supervisors. The budget documents containing budget appropriation schedules, as well as Project Data Sheets that provide details on project scopes, budgets, schedules and changes, can be found as Agenda Item 4a at the January 29th Special Budget Hearing on the SFPUC's website and also in Appendix C5 of this RFP. Proposers should take these project scopes, schedules and budgets into account for this RFP.

In addition to the bi-annual budget documents, Staff reports quarterly to the Commission and the public on current projects managed by Infrastructure that are over \$5 million; quarterly CIP reports can be found on the SFPUC's website <https://sfpuc.org/construction-contracts/water->

Water CIP Management Approach

The implementation of the Water CIP is performed by SFPUC staff (Staff) within the Infrastructure Division and the Water Enterprise. The delivery of the Infrastructure-led projects is the responsibility of the Water CIP Director, and ultimately the Assistant General Manager of Infrastructure, Assistant General Manager of Water Enterprise, and the General Manager; however, contractors also play a key role in implementation. SFPUC needs the services of the Program Management Consultant (PMC) to support Staff implementation of the Water CIP on a number of programmatic functions such as strategic capital planning, risk management, pre-construction technical advice, pre-construction planning and management, labor and contract relations, development and refinement of standards and procedures, preparation of programmatic schedules and budgets, and analysis of collaborative (alternative) delivery mechanisms. SFPUC also uses the services of specialized/technical contractors on an as-needed or project-specific basis to assist Staff with functions such as engineering review, planning and preliminary design, and pre-construction support. SFPUC may task the PMC with providing support for any or all projects in the CIP including R&R projects on an as-needed basis.

The key to the success of the Water CIP will be the integration of Staff and external program resources under a unified water capital improvement team that reinforces a clear understanding of roles, responsibilities, and authority. This team approach requires co-location of Staff and some contractors.

The EMG, who oversees the Environmental Review for each of the projects, will be independent of the services provided by the PMC and will use a separate procurement process for all Environmental Review support work. The PMC will not supply any Environmental Review services. However, SFPUC may assign the PMC to assist with Engineering Planning and Analysis and Preliminary Design activities to support the projects moving through Environmental Review.

SFPUC manages the implementation of the CIP at two different levels – Program and Project, with specific decision-making authorities designated for each level. At the Program level, the Program Director manages and directs all aspects of the implementation and delivery for Infrastructure-led projects, including strategic direction of the Program, policies, systems, and procedures to support execution. At the Project level, the Regional Project Managers and Project Managers manage the delivery of all projects during all project phases, and the Project Manager assigned to the project is responsible for overseeing the delivery of the project through all phases. The Program Director reserves the right to request replacement PMC personnel or release PMC personnel at any time during the contract.

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 qualified professional services Contractor (Program Management Consultant, PMC) to provide programmatic support services for delivery of the Water CIP.

The Water CIP has been challenged with project deliverability and prioritization of competing projects with limited capital funding. The PMC will support Staff (Infrastructure, Water Enterprise, and Finance) on developing a cohesive Water CIP that meets the strategic operational objectives and LOS Goals of the Water Enterprise and is deliverable and affordable for ratepayers. The SFPUC will also request support from the PMC in evaluating capital needs beyond the 10-year horizon to understand long-term asset management needs as well as the impact to affordability for ratepayers.

The PMC will work under the direction of the SFPUC's Water CIP Director (Program Director) or designee. In addition to this RFP, the SFPUC may issue separate RFPs for specific project planning, design, communications, and construction management.

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

1. Program Administration (P)

- 1.1 Program Contract Management
- 1.2 Program Management Charter
- 1.3 Program Management Plan
- 1.4 Document Management
- 1.5 Quality Management

2. Strategic Capital Planning (S)

- 2.1 Program Review and Alignment
- 2.2 Long-Range Capital Planning and Delivery
- 2.3 Adaptive Management Process
- 2.4 Asset Management Integration

3. Program Delivery (D)

- 3.1 Pre-Construction Program Safety
- 3.2 Program Performance Metrics and Lessons Learned
- 3.3 Risk Management
- 3.4 Facilities Integration Plan
- 3.5 Project Labor Agreement Support

- 3.6 Diversity, Equity and Inclusion Support
- 3.7 Quality Control (Planning and Design)
- 3.8 Communications and Reporting Support
- 3.9 Cost Estimating
- 3.10 Operations Coordination
- 3.11 Program Deliverability Review

4. Project Technical Support (T)

- 4.1 Project Delivery Review
- 4.2 Project Planning Support
- 4.3 Specific Project Planning Support
- 4.4 Seismic Evaluation/Standards
- 4.5 Hydraulic Modeling and Systems Engineering
- 4.6 Evaluation of Climate Change, Seismic Resiliency, and other Drivers that Impact System Resiliency
- 4.7 Design Standards Review and Recommendations
- 4.8 Technology Transfer, Training, and Professional Development
- 4.9 Emerging Technologies Review and Utility Expertise
- 4.10 Value Engineering
- 4.11 Independent Technical Reviews and Input
- 4.12 Building Information Modeling and Asset Digitization

3.2 Agreement Term and Schedule

The Agreement will have a duration of 10 Years.

The SFPUC reserves the right to commence, close, reduce or extend the 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 five years, for a total of 15 years (or 180 months).

3.3 Detailed Description of Tasks

The following is a detailed description of the tasks that SFPUC may request from the PMC; note that this list is not exhaustive and SFPUC may request other related program and project management support tasks throughout the duration of this contract. While SFPUC anticipates each of the tasks will be required one or multiple times over the duration of the contract, SFPUC will administer tasks by separately approved task orders. Upon request from the Program Director or authorized SFPUC Staff, the PMC will develop a proposed scope of work for each task

order assignment including scope, schedule, staff assigned, and budget that SFPUC task order leads and the Program Director will negotiate with the Contractor.

3.3.1 Task 1 Program Administration

Following the Notice to Proceed, the Consultant will work with the Program Director to determine what staff (if any) to co-locate in SFPUC office space. The PMC must have the ability to staff SFPUC offices as requested, from San Francisco to Moccasin.

SUBTASK 1.1 Program Contract Management

The PMC will assign a Program Contract Manager to track and process all actions necessary to support the subcontracts and Subcontractors that are part of the PMC team. The PMC must also track task participation, work scope development, and hours (by individual). The Program Contract Manager will act as the Program Director's assistant on administrative tasks and assist with preparing quarterly contract progress updates and securing required resources. The PMC, subject to Program Director's approval, will recommend the format and contents for the quarterly progress update reports initially and update them as requested thereafter.

The Program Contract Manager will be responsible for the quality assurance/quality control (QA/QC) of all PMC invoice packages (hours, staff), status reports (deliverables), task orders, and Other Direct Costs (ODC) requests. The PMC will institute internal review systems so that invoices, task orders, and other contract documents are accurate when submitted to the SFPUC. PMC must address questions or errors in the invoices promptly prior to submitting to the Program Contract Manager and the SFPUC.

SUBTASK 1.2 Program Management Charter

As an initial task, the PMC will work with the Program Director and SFPUC Staff to develop a Program Management Charter for the contract. All parties must agree to this Charter, which will set out goals, objectives, and key results that are specific to the execution of this contract. Examples of objectives may include improved program delivery, improved resource allocation, decreased operational and financial risk, improved cost efficiency, higher level of staff and contractor diversity, higher level of stakeholder engagement, and others. The PMC must develop methods for measuring progress and provide quarterly reports and revisit and update the Charter annually.

SUBTASK 1.3 Program Management Plan

As applicable immediately after the award of this Contract, the PMC will work with the Program Director and SFPUC Staff to develop a Program Management Plan (PMP) for the contract. The PMP will be the overarching roadmap for all PMC team members working on the Water CIP. The PMC will develop the PMP initially as a draft for input and approval by the Program Director and

SFPUC management. The PMC shall update the PMP annually to include relevant emerging topics and any appropriate reorganization to incorporate program and priority changes. The PMP will include all information that is relevant to the contract and programmatic oversight of the Water CIP including but not limited to:

- Table of Contents
- Water CIP Overview
- Levels of Service
- PMC Charter
- PMC and Water CIP Staff Organization and Organizational Charts
- PMC Management Approach
- Capital Planning and 10-Year CIP Budget Update Support
- Water CIP Baseline Schedule and Budget Overview
- Water CIP Delivery Performance
- Program Delivery Resource Plan
- Program Achievements and Milestones
- Program Procedures and Controls
- Risk Management Plan
- Evaluation of Operational Risk versus Affordability
- Internal and External Communications Plans
- Finance Plans and Audits
- Quality Management

The PMP may also include annual updates to specific activities and strategies that contribute to the success of the program, such as the following:

- Program Review, Optimization and Validation
- Contracting Resources and Strategy
- Operations and Maintenance Strategy, Coordination
- Internal and External Stakeholder and Agency Coordination
- Environmental Planning and Permits
- Health, Safety and Security
- Lessons Learned
- Technology Transfer/Training
- Work Force Development
- Diversity, Equity and Inclusion Initiatives
- LBE Contracting Compliance
- Asset Management Support
- Change Management and Control
- Sustainability and Resilience Strategies
- Right-of-Way/Easements/Property Acquisition

- Integration of Software Systems
- Legislative Requirements
- Project-Specific Support, Changes, and Notable Highlights

SUBTASK 1.4 Document Management

The PMC team will assist the Program Director and Staff with the continued rollout and utilization of SFPUC's document management system (SharePoint), adhering to and helping further develop SFPUC procedures and guidance for already created document management systems, and coordinate with Staff to incorporate the document retention policy requirements when setting up the filing systems that will be used by all CIP project managers, project engineers, and staff. The PMC will supply a document control specialist for the duration of the contract to oversee the document management system and to ensure all deliverables, critical reports, plans, and details of all pertinent documentation are appropriately archived while ensuring SFPUC maintains custody of all critical hard copies. The PMC will organize documentation indices and assign each document with a tracking number.

SUBTASK 1.5 Quality Management

The PMC will create and update a Quality Management Plan for monitoring and assuring highest level of quality in all work products and communications. The Quality Management Plan will define contract-specific quality standards using industry best practices to ensure consistency across all program-level business processes. The Quality Management Plan will include refined procedures and checklists that PMC should follow to provide high-quality deliverables for all phases of project delivery.

The PMC will perform QA services on its deliverables and will document the reviews performed as per procedures using appropriate QC checklists. The Quality Management Plan will outline all independent reviews required, checklists used for the reviews, and specifying milestones regarding when the reviews are to occur and outline the roles and responsibilities across Infrastructure and the Water Enterprise.

3.3.2 Task 2 Strategic Capital Planning

The SFPUC is currently evaluating improvements to its capital planning processes with goals of improving deliverability, accountability, transparency of operational risk, and affordability for ratepayers. Through collaborative staff review and suggested improvements to processes and procedures, SFPUC hopes to improve the delivery of the Water CIP in terms of on-time spending of funding appropriations, on-budget delivery of successful projects, and smooth transition of facilities to adequately resourced and prepared operations and maintenance staff. The PMC team will be a critical partner for developing and implementing improvements to the capital planning and budgeting process over the duration of the contract.

The PMC team will support the Staff in the following sub-tasks for Strategic Capital Planning.

SUBTASK 2.1 Program Review and Alignment

The PMC will review the current Water CIP, including but not limited to:

- Review current program goals, compliance with Water LOS, project prioritization, and desired outcomes.
- Review timing of construction windows with Staff. For example, many HHWP projects rely on an outage of the Hetch Hetchy System, requiring the Bay Area water supply and treatment systems to meet SFPUC water deliveries during the HHWP construction outage. Construction outages and project priorities must be evaluated across the Regional System to determine interdependencies, project schedule risk, and consequences and mitigations for schedule delays.
- Review organizational structure and roles/responsibilities for program and project delivery.
- Review current capital planning process performed by Water Enterprise, Infrastructure, and Finance teams.
- Review current capital projects to assure that all projects are appropriately scoped, budgeted, sequenced, and meet performance criteria, and that achievable schedules and spending plans have been developed.
- Support Staff to align and/or update the Water CIP during budget updates.
- Validate projects to ensure preliminary scopes are definitive, comprehensive, and meet the stated need and performance criteria.
- Validate that each project has a sound business case, aligns with Water LOS, and makes best use of resources.
- Identify and make recommendations regarding permitting requirements for all projects, as needed.
- Recommend improvements to the planning and execution of the current Water CIP; identify conflicts or synergies between projects and programs; facilitate more effective delivery of individual projects, including efficient use of resources; and coordinate future operation and maintenance requirements (current and anticipated) for the Water Enterprise.
- Recommend an integrated strategy for determining operational and maintenance requirements early in projects and to be updated throughout the projects' development including best practices for implementing resource allocation, training, and successful asset on-boarding for successful and sustainable operation and maintenance of future facilities.
- Recommend updates to the Water CIP, based on identified needs for capital improvement of the water system, including new projects into the Water CIP.

- Review and recommend construction contracting strategies, e.g., traditional design-bid-build construction, design-build, and construction manager/general contractor. For collaborative (alternative) contracting strategies, the SFPUC may be interested in exploring some combination of design, build, finance, and operation/maintenance (DBFOM) strategies for delivery of projects, especially operation and maintenance activities for up to five years following start-up.

SUBTASK 2.2 Long-Range Capital Planning and Delivery

The PMC will work with Staff to develop and support a framework for long-range capital planning and delivery with confirmation of current drivers and long-term levels of service goals. As part of this framework, the PMC will consider future/evolving drivers, including condition of assets, operational risk, financial affordability, staffing resources/deliverability, environmental impacts, climate change, new regulatory requirements, water supply and drought management, opportunities for innovation and energy optimization, multi-city-agency opportunities, etc., to develop the capital planning and delivery framework. SFPUC will incorporate the projects identified from the review of the current Water CIP into the long-range capital planning framework.

Using this framework, the PMC will support the Staff to identify and prioritize projects, programs, and strategies within a 20-year long-range planning horizon based on several prioritization factors, including but not limited to operational risk (likelihood of failure and consequence of failure), regulatory and policy drivers, hydraulic adequacy and redundancy, sustainability, maintenance history, financial affordability, and other factors tied to the LOS Goals.

The PMC will support the Staff to develop cost and schedule estimates for the projects and programs defined in sufficient detail within the long-term capital planning framework and prioritize the projects and programs over a 2-year budget process, 10-year planning cycle, and 20-year long-range horizon. Recommendations for updating the Water CIP in years 1-5 will be made annually (September 30). Annual review will allow the Water Enterprise Divisions to correct for unspent appropriations and allow for development of a plan to address project delays, i.e., get projects back on track, prior to the biennial update to the 10-Year Water CIP.

SUBTASK 2.3 Adaptive Management Process

The long-range capital planning and delivery framework will be a living document and a guideline for a continuous adaptive management process. The framework will be updated with the Staff as needed to reflect changes in the current and future drivers. New drivers will be added to the framework as changes to the climate, environment, regulations, and internal workforce etc., continue to evolve.

The adaptive management process will continue to prioritize the projects and programs over a

2-year, 10-year, and 20-year timeframe during each bi-annual 2-year budget and 10-year capital planning process. The project scope and definitions will be continuously refined and optimized during each update. The adaptive management process will be collaborative with Staff.

SUBTASK 2.4 Asset Management Integration

The SFPUC may task the PMC to support Staff with condition assessment and asset management integration. The SFPUC may task the PMC to work with Staff to develop best practices and procedures for integrating project data and maintenance requirements from capital projects into the Water Enterprise's computerized maintenance management system (Maximo). The SFPUC may task the PMC to review current Infrastructure procedures and provide recommendations to improve the processes of commissioning and decommissioning assets during the design, construction and close-out phases of projects, and to more clearly define the roles and responsibilities of the contractor, Infrastructure and the Water Enterprise Divisions at each phase of the project. Finally, the SFPUC may task the PMC to support the Water Enterprise Divisions to ensure that all documents for new assets, including but not limited to as-built and record drawings, spare parts requirements, standard operating procedures, and long-term operations and maintenance requirements and resources, meet acceptable levels of quality and are received prior to project close-out.

The SFPUC may task the PMC to assist with efforts to create capital project risk and prioritization tools to provide transparency of their operational risk and funding needs. To prioritize capital funding across the Water Enterprise, the Water Enterprise Divisions may collectively work with the PMC to build "dependency" into their risk prioritization tools to manage priorities of the Water CIP across the Divisions.

3.3.3 Task 3 Program Delivery

SUBTASK 3.1 Pre-Construction Program Safety

Working with the SFPUC's Health and Safety Division staff, the PMC will prepare a Health and Safety Plan for Water CIP pre-construction activities and appropriate training and compliance reporting will be identified. In addition, the SFPUC may task the PMC to:

- Provide risk and regulatory compliance assessments and inspect worksites, buildings, grounds, equipment, and tools for compliance with safety standards, ordinances, laws, and practices.
- Recommend corrective actions to identify situations that are clearly or potentially unsafe and contrary to applicable laws. Conduct follow-up inspections to verify compliance.
- Provide guidance and instruction to SFPUC and contractor staff on safety-related issues.
- Develop appropriate syllabus (covering key safety subjects) and provide training for staff and consultants on accident prevention methods and the elimination of unsafe acts and working conditions. Review safety documents including, but not limited to, safety

manuals, traffic control plans, trench shoring submittals, ground protection submittals for tunneling, hazardous materials submittals, access requests, and other submittals relating to safety.

SUBTASK 3.2 Program Performance Metrics and Lessons Learned

PMC will review SFPUC's financial and project controls systems as well as other project data and recommend key performance indicators to monitor and trend over time. Other data that may provide key performance information (such as number of staff positions and vacancies, number and size of professional services and construction contracts, reasons for schedule and budget variances) will also be recommended and developed for simplified collection, monitoring, and trend analysis. In addition, the PMC will review and develop improvements to methods for collecting, analyzing and communicating lessons learned from various project phases. PMC will monitor key performance data and make recommendations for improvements from trends and data as part of the program's quarterly status update report (as required under Subtask 1.1 Contract Management). PMC must communicate lessons learned effectively through a repeatable and easily accessible medium to facilitate effective knowledge transfer.

SUBTASK 3.3 Risk Management

The SFPUC may task the PMC to support the development and implementation of a risk management plan to manage program risks. PMC may review and suggest refinements to program-level Risk Management Procedures, including program-level risk analysis, mitigation planning, risk management approach, anticipated program risk identification, and tracking. PMC may support development of a process to identify program risks and develop mitigation strategies.

The PMC may assist the SFPUC to develop, review existing, and/or refine program and project level risk management plans for the preparation and maintenance of a risk register for the program, identifying programmatic and project-related risks (e.g., resources, procurement, escalation, market conditions) associated with the program, the mitigating strategies, the likelihood of failure, and cost of each level of risk.

The PMC may assist the SFPUC to develop and implement processes and tools for the identification of program and project risks and opportunities. The PMC may work with project staff to evaluate each project for specific risks and opportunities (equipment delivery, limited shutdowns, permit compliance, market and supply chain risk, etc.) throughout each phase of the project to be updated at each project's major milestone. SFPUC may task the PMC to develop a risk register for each project that includes identifying risks and opportunities, calculation of impacts, and approach to mitigation. The PMC may develop or recommend updated procedures for developing, evaluating, updating and managing project risks.

SUBTASK 3.4 Facilities Integration Plan

The PMC will assist in preparing a Facilities Integration Plan for the Water CIP. The Facilities Integration Plan will detail system and project-level shutdown requirements and physical and operational modifications for the existing and future system that may impact other facilities, projects, resources (such as electrical capacity) or operation and maintenance requirements. The Facilities Integration Plan will consider the schedule of projects, need for lay down and staging areas (acquisition, lease or other), equipment or spare parts storage, shutdown requirements and limitations, long-term resource requirements for operations and maintenance, and staff and resource availability.

SUBTASK 3.5 Project Labor Agreement Support

The SFPUC has a Project Labor Agreement that applies to the construction work in the WSIP, WECIP and HCIP (<https://sfpuc.org/pla>). The PMC may assist with managing Project Labor Agreement compliance and updates as directed by the SFPUC. Further, the PMC may provide a labor coordinator to assist the SFPUC with the Project Labor Agreement.

SUBTASK 3.6 Diversity, Equity and Inclusion Support

The PMC may provide support integrating capital program delivery and partnering with local communities incorporating SFPUC's direction as described in Section 1.5 for Diversity, Equity and Inclusion (DEI) in support of SFPUC's policies described in Section 2.2. An initial task will be to assess capital program delivery from a DEI perspective. These efforts shall not discriminate against or grant preferential treatment on the basis of race, sex, color, ethnicity, or national origin.

SUBTASK 3.7 Quality Control (Planning and Design)

The PMC will assist the SFPUC in the quality control implementation of Projects during the Planning and Design phases.

The PMC may prepare a quality management plan outlining recommendations for independent reviews and specifying milestones for when the reviews will occur. The PMC may provide QC services during the Planning and Design phases of project delivery and utilize existing Infrastructure Division checklists and procedures, refining them as necessary. The QC services may include review of technical calculations and cost/schedule estimates. The PMC will document the reviews completed as part of the QC services.

The PMC will provide technical specialists with a diverse range of expertise, including but not limited to expertise in geotechnical, seismic, hydraulics, process, mechanical, electrical, environmental, instrumentation and controls, and security systems engineering and science for facilities including dams, water supply facilities, hydroelectric generation and transmission facilities, water treatment plants, tunnels, pipelines, pump stations, water metering systems, and

distribution systems.

SUBTASK 3.8 Communications and Reporting Support

The PMC will provide a Program Communications Coordinator and staff to support programmatic and related communications for the Water CIP. The PMC Communications Coordinator will work closely with SFPUC Communications staff to conduct an evaluation of the current Water CIP communications program, and then develop and implement an updated Water CIP strategic approach and a Communications Plan specific to the Water CIP. The Communications Plan will be evaluated and updated over time, including updates to messaging and key stakeholders, and as needed to account for major Water CIP milestones or regional or national events. Project-specific communications support may be provided by the SFPUC or project-specific teams. If necessary, PMC communications staff may support limited project communications.

The PMC Communications activities, deliverables and support may include, but not be limited to:

- Supporting the development and implementation of an updated Water CIP Communications Plan
- Developing key messaging and frequently asked questions
- Creating informational and educational content and collateral (digital and hard copy) such as newsletters, mailers, factsheets, banners, signs, stickers
- Creating videos
- Developing website content
- Creating graphics, such as maps, figures, infographics, and other visual communication tools
- Developing presentations and associated talking points
- Developing media press releases and press kits
- Developing surveys
- Tracking/activity reports for all outreach and engagement activities
- Writing industry articles and award submittals
- Translating materials into different languages
- Assisting in planning and organizing communication events such as stakeholder meetings or contractor outreach.

SUBTASK 3.9 Cost Estimating

SFPUC may task the PMC to review and refine cost estimating standards to be used for all Water CIP projects by Staff and outside consultants for project, construction, and facility lifecycle cost estimates. The PMC will review criteria for all cost estimates for consistency between estimates prepared by SFPUC, San Francisco Public Works (SFPW) and various consultants. SFPUC may task the PMC to develop guidelines for cost estimates including calculation of escalation, incorporation of market factors, use of contingencies at various phases and milestones, and long-term facility lifecycle cost analysis.

The PMC will provide a Lead Cost Estimator for the Program who will be responsible to oversee all cost estimating activities by the PMC. SFPUC may task the PMC to prepare preliminary cost estimates for new projects and/or to assist the SFPUC with the development of Planning-level project cost estimates. The PMC will work with the Program Director, the Senior Project Managers and Engineers, and other Staff during this phase of work to determine the anticipated scope of work, preliminary performance criteria, and level of effort for each project. The team will evaluate each project for escalation and other risks. The team will also consider linkages to other projects, sequencing, and operating permit restrictions.

During the Design Phase, SFPUC may task the PMC to provide quality assurance and cost estimate review. SFPUC may task the PMC to provide cost estimating support for capital improvement projects throughout their development. The PMC may also assist with estimating construction costs at various Design milestones, reviewing the progress of cost estimates, and the estimating of change orders.

The PMC may support SFPUC Finance, Rate Evaluation, City Bond Sales and Budgeting with cash flow projections.

SFPUC may task the PMC with developing project life cycle cost estimates during the Planning and Conceptual Engineering phases of project development. The life cycle costs will utilize the SFPUC's historical and projected-future operations and maintenance, chemical, power, water, and overhead cost information for the estimated life of the asset. SFPUC may task the PMC to update the life cycle cost estimates when the project is at 95% Design. The PMC may refine the format for the presentation of life cycle cost Information that is acceptable for inclusion in annual budget discussions and provide data to PMB. SFPUC may task the PMC to develop life cycle cost graphics to be presented to the Commission and the public.

SUBTASK 3.10 Operations Coordination

SFPUC may task the PMC to review program practices for project participation by Water Enterprise Divisions and make recommendations to processes, procedures, and roles/responsibilities to enhance an earlier and more comprehensive understanding of operations and maintenance (O&M) resource requirements early and throughout the project. This may include higher level of participation and input by Water Enterprise staff, greater and earlier requirements to estimate resources needed for effective and long-term facility O&M, support for resource determination and allocation, training and technology transfer, pilot and start-up testing support, and other actions to better facilitate smooth transition of project assets to long-term sustainable operations. Infrastructure Procedures may be reviewed by the PMC to recommend opportunities to improve earlier and more detailed development of O&M needs and requirements at each phase of the project.

SUBTASK 3.11 Program Deliverability Review

The PMC may assist the SFPUC in performing resource and staffing assessments to determine ability to deliver the program effectively and make recommendations for resource additions, enhancements, or reallocations in order to improve program deliverability.

3.3.4 Task 4 Project Technical Support

SFPUC may task the PMC to provide project-specific technical support.

San Francisco City staff with relevant experience, including SFPW, will be given the first offer to provide services under this Task. The first offer to provide services is contingent upon SFPUC's in-house and SFPW's ability to deliver the requested services that meet SFPUC standards for quality, schedule, and budget, without impacting other commitments for project work already being performed.

SUBTASK 4.1 Project Delivery Review

SFPUC may task the PMC to support the Program Director in overseeing all pre-construction activities, including engineering design, project management functions and project team performance, and may help develop and update annually a list of critical Water CIP projects for additional oversight. The PMC may provide engineering expertise in the form of value engineering, third party review, technical advisory panels, cost estimating, management review, and progress evaluations for the design development of projects, and support project teams to verify that in-house and contractor planning and design efforts are proceeding as planned and that the progress reported for each project is reflective of the project's actual progress. SFPUC may task the PMC to verify that project teams are complying with all established Infrastructure procedures, program and project-specific design criteria, the internal QC standards established by the EMB, and that the projects continue to conform to the LOS, performance criteria, objectives, and design criteria established for each project.

SUBTASK 4.2 Project Planning Support

Condition Assessment Support

SFPUC may request the PMC to perform baseline condition assessments for water and power facilities to assess their current condition and remaining lifespan. These assessments will inform the development and prioritization of scope, schedule, sequence of elements, and estimated cost of capital projects. The PMC will coordinate condition assessments with Water Enterprise Divisions and document the investigations to establish the condition of each major asset in accordance with current asset management practices. Each process and function will be evaluated based on its risk and consequence of failure, maintenance requirements, and ability to meet current and future requirements for performance, conformance to codes, seismic standards, operational needs, redundancy, materials (fatigue, ability to function in a corrosive

environment), safety, instrumentation and controls, security, and emergency response capability. The PMC will develop a complete deficiency assessment and cost estimate for capital improvements to bring the asset, system, and facility up to standards.

Deliverables for conditions assessment will be defined by task order.

The Water Enterprise Divisions may task the PMC to assess conditions of facilities down to the asset level. Deliverables may include Excel data sheets for condition that can be imported into the Division's computerized maintenance management systems (Maximo). The condition assessments (desktop and field) will be conducted in coordination with the Water Enterprise Divisions, and may include SFPUC Project Managers, and other Staff participating in the capital planning process. The purpose of the condition assessments is to inform the capital planning process (including prioritization of needs) and to determine scopes for specific Water CIP projects. All condition assessments will utilize SFPUC data, if available, and provide details on deficiencies, remaining lifespan, maintenance requirements, capital and lifecycle cost, and prioritization.

Needs Assessment Support

Staff will lead the development of the Needs Assessment subphase and may request PMC support for selected projects based on the capital planning process and schedule. The Needs Assessment subphase may include the development of preliminary project scope and performance criteria, including data collection and analysis, back-up documents for performance requirements, as-built review, condition assessment, construction costs and schedule estimation, drafting or review of needs assessment report.

Project Alternatives Analysis and Conceptual Engineering Support

The SFPUC will lead the development of project alternative analysis and conceptual engineering and may request PMC support, including up to 10% design based on the Needs Assessment subphase. The PMC may support Staff with the development of alternative analysis, including alternatives development, comparison of alternatives to LOS goals and objectives, development of asset performance criteria, review of operations and maintenance requirements for each alternative, estimates of lifecycle and construction costs and schedules, utilizing triple bottom line (TBL) or other sustainability metrics, drafting and/or reviewing Alternative Analysis Reports (AAR), figures and presentations. The PMC may support the Staff with the development of Conceptual Engineering Reports (CER), including the development of 10% design drawings, list of technical specifications, list of bid items and quantities for cost and schedule estimates, drafting and/or reviewing conceptual engineering reports and presentations.

SUBTASK 4.3 Specific Project Planning Support

SFPUC may task the PMC at the initiation of the contract to perform planning evaluations including alternatives analysis and conceptual engineering for five regional Alternative Water

Supply (AWS) projects and one local AWS project that are detailed below and in the report in Appendix C6. The AWS Program to increase water supply reliability for the Regional Water System is currently evaluating six projects: two storage expansion projects with associated conveyance alternatives and supply; one recycled water project that offsets groundwater pumping; and three regional purified water projects. Each of the regional AWS projects increases the reliability of regional supplies in dry years when surface water supplies are most vulnerable. In addition, local AWS projects reduce demand from retail customers in San Francisco and thus benefit the Regional Water System reliability. One proposed local AWS project, PureWaterSF, explores the reuse of treated San Francisco wastewater effluent through advanced purification to meet stringent drinking water standards as a future sustainable water supply. These projects are at different stages of planning and design, and their need for funding and commitment for implementation will be staggered. Under this contract, the PMC may support Staff to perform planning evaluations and design review for six projects as outlined below. Future requirements may require evaluation of different, additional, or expanded projects from those listed in this RFP.

1) Los Vaqueros Reservoir Expansion Project

The Los Vaqueros Expansion (LVE) Project is a storage project that can provide up to 40,000 acre-feet of additional carryover storage for the SFPUC. Located outside of the SFPUC's service area, it can provide a strategic location for storage and access to potential new water supplies. Environmental review for the LVE is complete, and the State has approved conditional funding for the project. Additional federal loans and grants are likely to become available. The project provides both urban water supply benefits as well as environmental benefits. Based on early modeling, SFPUC anticipates that dry-year conveyance capacity in the Department of Water Resources (DWR)-owned South Bay Aqueduct will be sufficient to accommodate SFPUC deliveries into the Regional Water System at San Antonio Reservoir or by exchange with partner agencies.

SFPUC's participation in the LVE Project would also necessitate implementation of companion projects: Supply Alternatives for LVE and Conveyance Alternatives for LVE, both of which are in early planning stages of development. Because the SFPUC's system is not hydraulically connected to the Los Vaqueros Reservoir, both a supply source and delivery mechanism are critical to realizing the benefits of storage from LVE.

For the Conveyance Alternatives, the SFPUC will design improvements to increase the capacity of an existing connection owned by DWR between the DWR's South Bay Aqueduct and the SFPUC's San Antonio Reservoir to accommodate dry year deliveries from the Los Vaqueros Expansion project. Under this contract, the SFPUC may task the PMC to work with Staff to review performance objectives, prepare AAR, prepare CER, and provide design review support for the Conveyance Alternatives for LVE in coordination with DWR and SFPUC.

2) Daly City Recycled Water Expansion Project

The Daly City Recycled Water Expansion Project will provide recycled water to users that pump groundwater from the South Westside Basin to meet irrigation needs. By replacing the source of supply for irrigation, up to 0.7 mgd may be available in the South Westside Basin in a dry year, on an average annual basis. This project supports the Regional Groundwater Storage and Recovery project by minimizing the risk that use of the South Westside Basin by irrigation customers could affect availability of supplies and groundwater operations in dry years when water is scarce. Competition for supplies and the need for mitigation of potential impacts in the South Westside Basin in dry years can be reduced or eliminated by providing an alternate supply source for non-potable uses in the South Westside Basin.

SFPUC has completed environmental review and 30% design for this project. Under this project, the SFPUC and project partners will co-locate a new tertiary treatment plant with Daly City's existing recycled water facility to product 1.06 mgd (annual average) water for the irrigation of cemeteries in Colma and other municipal and local uses. In addition to treatment, the SFPUC and project partners will build a new transmission pipeline, storage tank, and pump station. The SFPUC will not own or operate the treatment facility, storage tank, or pump station. The pipeline may be owned by the SFPUC, but would likely be operated by Cal Water as it is within that entity's service area.

For the Daly City Recycled Water Expansion Project, SFPUC may task the PMC to review design documents and recommend modifications in design for consistency with SFPUC standards, as needed.

3) South Bay Purified Water Project

SFPUC is exploring this purified water project in coordination with the cities of San Jose and Santa Clara as a means of delivering dry year supply to the SFPUC and all-year supply to San Jose and Santa Clara. The initial project concept explored by the SFPUC and Cities would deliver 3.5- mgd of dry year supply to the SFPUC and 6.5 mgd in all years to San Jose and Santa Clara. By delivering dry-year supply to the SFPUC, the project can offset some of the impact of potentially providing permanent status to these (currently) interruptible wholesale water customers. The SFPUC Commission has committed to making a decision regarding permanent status designation for the two cities by December 2028. To support that determination, SFPUC would benefit from completion of the environmental review of potential additional supplies prior to that decision.

SFPUC would not operate this project as currently envisioned; the project would either be operated by the cities of San Jose and Santa Clara or another entity such as a Joint Powers Authority in all years and provide water to the SFPUC only in dry years when SFPUC projects a shortfall to meet the demands of SFPUC customers. SFPUC would own facilities relating to delivery of water to the Regional Water System including storage tank, pipeline connection from

treatment to transmission, and pump station. While the initial feasibility study for this project is positive, SFPUC requires additional studies, such as the evaluation of brine discharge options and operation and distribution needs, to fully determine its viability.

For the South Bay Purified Water Project, the SFPUC may task the PMC to support Staff (1) to prepare the AAR and CER for project elements that would be owned and operated by the SFPUC, and (2)_to coordinate with the greater project team for SFPUC's participation.

4) PureWater Peninsula

The PureWater Peninsula project would generate up to 12 mgd of purified water. This project would facilitate conveyance of treated wastewater from Silicon Valley Clean Water (SVCW) and the City of San Mateo to a new advanced water treatment facility to produce purified water; the purified water could then be discharged into Crystal Springs Reservoir or blended into the SFPUC's Regional Water System directly. The SFPUC may task the PMC to support Staff to provide planning evaluations including AAR and CER for the PureWater Peninsula project.

The SFPUC, or a Joint Powers Authority including the SFPUC, may be the primary owner and operator of the PureWater Peninsula project facilities. These facilities are envisioned to include: new treated water pipeline(s) to the new treatment facility (from San Mateo and/or Silicon Valley Clean Water); advanced purified water treatment facility; power facilities; pump station; one or more purified water pipelines to the Regional Water System and/or Crystal Springs Reservoir; modifications (if needed) to the Pulgas Dechloramination Facility; and various ancillary facilities. The SFPUC may task the PMC to support Staff to review performance objectives and an AAR that is being prepared by Water Enterprise. SFPUC may task the PMC to subsequently prepare the project CER.

5) Calaveras Reservoir Expansion Project

The Calaveras Reservoir Expansion project may provide between 22,000 acre-feet and 290,000 acre-feet of additional storage depending on the height of the dam raise. The additional storage may result in estimated available supplies of up to 2.7 to 28.6 mgd in a dry year, on average over 7.5 years of an 8.5-year design drought. In 2018, the SFPUC completed the Calaveras Dam Replacement Project (CDRP), which involved construction of a new dam at Calaveras Reservoir that will allow future dam height increases. Following this construction, SFPUC conducted the Calaveras Dam Raise Feasibility Study (AECOM 2020, Appendix C7), which identified four potential dam raise scenarios and compared the corresponding increases in capacity against project costs. Increasing the dam height could allow for increased storage of surplus water that could be redirected from other areas of the Regional Water System. Also, the Calaveras Reservoir Conveyance System Feasibility Study (Kennedy Jenks, 2022, Appendix C8) evaluated eight alternatives to convey water into an expanded Calaveras Reservoir. SFPUC requires additional investigation before making specific project recommendations.

The SFPUC may task the PMC to support Staff to prepare an AAR followed by a CER for the Calaveras Reservoir Expansion Project, consisting of two major interrelated scope items:

Calaveras Dam Raise: The purpose of the Calaveras Dam Raise is to develop reservoir expansion alternatives that compare curves of estimated construction cost versus reservoir elevation and capacity for SFPUC's water supply planning purposes. The current reservoir has a capacity of 92,000 acre-feet at spillway crest elevation 756.2 feet. SFPUC may task the PMC to compare cost, environmental, geotechnical, operational, and other criteria.

Calaveras Reservoir Conveyance System: The purpose of the Calaveras Reservoir Conveyance System is to evaluate alternatives for conveying Regional Water System water to Calaveras Reservoir via existing, new, and/or modified water transmission infrastructure. The AAR will evaluate a range of flows and configurations to determine impacts, costs, benefits, operations challenges, environmental considerations, and other criteria.

The SFPUC may task the PMC to review all pertinent background information and previous analyses for the project and provide planning engineering support. Potential work elements may include topographic survey, geotechnical investigation, data interpretation and analysis, evaluation of operations and maintenance benefits and challenges, cost estimates, right-of-way and easement support services, pipeline conceptual design, tunnel conceptual design, utility location, potholing, hydraulic modeling, surge analysis, pump station conceptual design, corrosion assessment, condition assessment, structural dam conceptual design, structural, mechanical and electrical design for electrical substation and valve vaults.

6) PureWaterSF Demonstration Facility

The PureWaterSF project envisions producing 4 mgd of purified water within San Francisco from two purified water treatment plants and meeting up to 1.2 mgd of non-potable supply. The SFPUC could operate one treatment plant on the east side of San Francisco to deliver about 2 mgd of drinking water in addition to 1.2 mgd to meet the non-potable demands associated with existing dual-plumbed buildings. The SFPUC could operate a parallel plant on the west side of San Francisco to deliver up to 2 mgd of drinking water into the distribution system. To advance this Local AWS project in the retail service area, SFPUC is planning to build and operate a small demonstration scale (up to 1 mgd) advanced treatment facility in compliance with new regulatory standards for Direct Potable Reuse in California that will provide information for public outreach, data collection, and operator training. The treatment facility will pull feed water from an existing sewer line. SFPUC has not yet determined the location for the demonstration facility, although SFPUC has identified a leading candidate site and 1-2 potential alternatives.

The SFPUC may task the PMC to support Staff to develop performance objectives, prepare AAR including site location, and prepare CER for the demonstration treatment facility. SFPUC may also task the PMC to support related public outreach, data analyses and operator training and input.

SUBTASK 4.4 Seismic Evaluation/Standards

The SFPUC may task the PMC to support the Infrastructure EMB and Water Enterprise in evaluating asset-specific seismic risks and consequences using data, models, and other available tools. If requested, the PMC may support the development or refinement of asset type specific levels of service, seismic evaluation processes, and seismic design standards for any or all Water Enterprise facilities, including dams, tunnels, pipelines, treatment plants, hydroelectric facilities, and systems such as distribution and transmission systems. The seismic design standards may be incorporated into the Water CIP design standards.

SUBTASK 4.5 Hydraulic Modeling & Systems Engineering

SFPUC may task the PMC to provide specialized modeling expertise in the areas listed below. All modeling efforts will be collaborative and supported by Staff subject matter experts. Any models developed for the program will be considered property of the SFPUC; the SFPUC may request training and maintenance support for long-term and/or in-house implementation of the models or software systems.

- **Hydraulic Modeling:** Utilize industry-accepted modeling software including surge analysis models, computation fluid dynamics (CFD) models, pressure driven and demand driven pipe network models, to evaluate the existing/proposed water network and systems for potential hydraulic issues including meeting LOS goals and performance criteria, future demand scenarios, surge, and other scenarios. Recommend operational or design modifications to address system hydraulic issues.
- **Physical Models:** Utilize and collaborate with appropriate laboratories to develop physical model(s) to simulate system or facility hydraulics and identify hydraulic issues in the existing/proposed structure including dams, pipelines, treatment plants, etc. Recommend operational or design modifications to improve the project design and address any potential hydraulic issues. Coordinate with Staff for evaluating and visualizing the physical model results, including site visits, video recordings, etc.
- **Water Quality Modeling:** Perform time-related water quality simulations to predict system performance and trends and to recommend solutions. These simulations may be related to groundwater quality, surface raw water quality and treatment, and transmission/distribution system water quality.
- **Treatment Plant Modeling and Optimization:** Evaluate and utilize numerical tools to identify opportunities to optimize the current treatment plant processes at water treatment facilities and quantify optimization benefits. Foster collaboration between Staff subject matter experts and industry experts on development and implementation of the optimization tools.

- **Distribution System Optimization:** Utilize hydraulic models and other numerical tools to identify opportunities to optimize the current water distribution system strategies for pipeline replacement and facility improvements, including evaluations related to leak detection and repair, water quality, main break data evaluations, pipeline condition assessments and testing, and evaluations of alternative methods for pipeline rehabilitation and maintenance. Provide support to maintain or improve existing tools, such as the hydraulic model and geographical information system (GIS) database, used for operational decision support for the distribution system, including valve exercise program, emergency response protocols for main breaks and fire suppression (such as using models to simulate emergency response scenarios), and distribution of critical valves and pipelines for seismic upgrades.

SUBTASK 4.6 Evaluation of Climate Change, Seismic Resiliency, and other Drivers that Impact System Resiliency

SFPUC may task the PMC to support Staff in evaluating response to seismic events and potential changes to climate factors (including precipitation, temperature, groundwater, sea-level rise, storm surges, and wildfires), and their impacts to the water delivery and power generation/transmission infrastructure. The major tasks may include but are not limited to:

- Analyze and review the SFPUC's design standards and boundary conditions related to earthquakes, seismic response, probable maximum flood, and other resiliency planning parameters, as needed on a project-basis and overall, to be reviewed and updated every five years.
- Coordinate with SFPUC Water Enterprise subject matter experts and utilize existing operational data from SFPUC climate change studies to confirm the performance of future Water CIP projects. This includes surface and groundwater projects.
- For areas under development, including but not limited to Mission Bay, Candlestick Point, Hunters Point, Treasure Island, etc., review design criteria and guidelines for planning and designing future Water Enterprise facilities. Continue to support the Staff with adaptive management of the water infrastructure facilities.
- Review and update, as requested, Citywide and SFPUC documents, including but not limited to Citywide Climate Adaptation Plans, lifelines and resiliency plans, wildfire mitigation plans, and other adaptation plans as requested by City staff.
- Support Staff in submitting grant applications that will fund the planning, design, or construction of climate resilience projects.

SUBTASK 4.7 Design Standards Review and Recommendations

SFPUC may task the PMC to support Staff to review existing SFPUC and SFPW Design Standards, identify gaps and needs, and recommend modifications or new specific Design Standards to support improvements for all Water Enterprise assets.

Water CIP Design Standards include detailed design standards, standard details, specifications, and drawings. Design standards may also include efficiency requirements for mechanical and electrical equipment, based on the type of equipment, lighting, instrumentation controls standards, security, HVAC standards, fire protection, ADA, and/or material standards.

SFPUC may task the PMC to support the SFPUC to update computer-aided design and drafting standards for the latest software application used by the City, including 3D and 4D design standards.

SFPUC may task the PMC to support Staff in reviewing and revising the existing Division 1 specifications used in Water CIP contracts for issues that are unique to Water Enterprise to ensure they are clear, including permit and operating restrictions, seasonal and diurnal requirements for water treatment and power generation facilities, shutdown coordination requirements, contractor sanitary work practices, communications and outreach requirements, traffic control, construction staging, equipment warranties, O&M requirements, equipment tagging, asset management requirements, etc. SFPUC may task the PMC to support Staff in reviewing joint agency projects which include Division 1 specifications to ensure issues that are unique to Water Enterprise and clear coordination requirements between agencies and the contractor are included as appropriate.

SFPUC may task the PMC to support the Water Enterprise as directed by the Program Director in performing design criteria audits; and will be required, periodically, to ensure that the design criteria are being met and the procedures are being followed.

SUBTASK 4.8 Technology Transfer, Training, and Professional Development

SFPUC may task the PMC to work with the Program Director and Water Enterprise senior staff to identify knowledge gaps associated with the implementation of Water CIP projects and develop/deliver competency-based training programs and curriculums for projects accordingly. Potential training areas may include asset management, contracting strategies, specialized hydraulic modeling, pump station upgrades, program controls, operational and maintenance requirements, program management, or other project areas that could be beneficial to program delivery.

SUBTASK 4.9 Emerging Technologies Review and Utility Expertise

SFPUC may task the PMC to support the SFPUC in investigating new technologies being considered for inclusion in Water CIP projects, such as technology compatibility, risk mitigation, effectiveness of processes, reliability and resiliency, required redundancy, and other challenges so that the SFPUC can meet its required levels of service. SFPUC may task the PMC to assist in identifying additional SFPUC-led pilot studies that should be undertaken prior to the selection of a technology. The PMC may provide information on the application and performance at other Water agencies and industrial users. The PMC may develop anticipated capital and long-term operations and maintenance costs and resource requirements for new technologies being

considered. The PMC may be required to develop white papers that detail the technology, where it is being used, the level of maturity and cost of the technology, life-cycle cost comparison to traditional technologies, O&M considerations, resource requirements, and the risks and mitigation strategies necessary to enable the technology to be utilized by the Water Enterprise. The white papers will include comparisons to existing practices with detailed comparisons of advantages and disadvantages, including discussion of the most efficient implementation strategy.

SUBTASK 4.10 Value Engineering

SFPUC may task the PMC to provide Value Engineering reviews on specified phases of Water CIP projects identified by the Program Director. The review is intended to achieve the highest degree of cost-effectiveness over the long-term while meeting the Water CIP goals and LOS. The reviews will consider capital cost, constructability, construction phasing, operations, and maintenance costs over the life of the asset (Life Cycle Cost), keeping the available staffing resources as part of the comparison.

SUBTASK 4.11 Independent Technical Reviews and Input

The SFPUC may task the PMC to support the Program Director to oversee pre-construction activities, including engineering design, project management functions and project team performance, and to determine a list of critical Water CIP projects. SFPUC may task the PMC to review the critical projects' planning and design documents for clarity, consistency, and constructability. The PMC may recommend to the SFPUC when independent reviews should occur for each specific project or type of projects. The PMC may provide independent experts for technical review and/or technical advisory panel (TAP) for topics including alternative project delivery, dam safety, reservoirs, water treatment plants, filtration systems, groundwater wells, groundwater treatment and delivery, recycled water treatment and delivery, tunnels, major pipelines, pump stations, energy evaluations, hydroelectric generation facilities, high-voltage transmission facilities, geotechnical evaluations, trenchless and other construction methods, water loss evaluations, fire suppression water demand, seismic evaluations, and other topics related to the Water CIP. The independent experts and/or TAP qualifications will be evaluated and approved by the Program Director and designees. The independent experts or TAP will interact with project teams to verify that in-house and consultant design efforts are proceeding as planned and that the progress reported for each project is reflective of the project's actual progress and verify that the project teams are complying with all established program and project-specific design criteria, the internal QC standards established by the EMB and the requirements of the Infrastructure Quality Management Program.

SUBTASK 4.12 Building Information Modeling and Asset Digitization

SFPUC may task the PMC to support delivery of the Water CIP by providing Building Information Modeling (BIM) services to Infrastructure and Water Enterprise. Digitization of water facilities is an ongoing effort as part of the Water Enterprise asset management approach to support

planning, design, construction, operation, maintenance and training. Digitization supports optimization and automation of existing systems and will also inform the capital planning process. The intent is to integrate asset information such as construction drawings into other data based software platforms such as GIS (ESRI Utility Network) and Maximo, etc. and be accessible through tools such as Bluebeam etc. The PMC may be asked to recommend which projects may benefit from BIM and why, and support the development and refinement of BIM methodologies, assets and workflows to support the design and construction of Infrastructure projects. Scope may include development of training and documentation, such as specifications, guidelines, procedures and checklists.

3.4 SFPUC Staff Responsibilities

The work to be performed and responsibilities to be assumed by Staff are as follows:

- SFPUC's Water Program Director is responsible for the overall delivery of the Water CIP and ensures that the projects recommended within the Water CIP support fulfillment of the adopted LOS goals.
- The SFPUC PMB will provide project management services.
- The SFPUC Program Controls Group will provide program/project level controls services and may help coordinate projects managed by the Water Enterprise Divisions.
- The SFPUC EMB will provide project engineering and engineering design support services with a combination of Water Enterprise engineering and operations staff and SFPW (as required), during the planning, design, pre-construction and construction phases of projects.
- The SFPUC EMG will provide City staff to perform environmental management services and coordinate with the San Francisco Planning Department.
- SFPUC CMB will provide construction management services.
- SFPUC Water Enterprise Operation's Representative(s) (OR) will be assigned at the start of each project to provide criteria and input as-needed. Subject matter experts from the Water Enterprise Divisions will be requested through the OR to support the project(s).

PMC Performance: The Program Director and Staff will be responsible for completing the Consultant Performance Evaluation annually, beginning the quarter following contract Notice to Proceed (NTP). This RFP includes the Consultant Performance Evaluation Procedure as Appendix L. If the PMC receives a deficient performance review, the Program Director will initiate a corrective action plan for the PMC and evaluate performance quarterly until the PMC corrects the performance issue.

3.5 General Obligations

- PMC must implement the Water CIP work in accordance with SFPUC Infrastructure

Division's Capital Improvement Plan Procedures.

- All documents generated by the PMC as part of the program/projects included in this RFP must be in conformance with SFPUC standards and formats. PMC must submit all deliverables, depending on type, separately in draft and final document format. PMC must address all comments and/or issues raised during the review of draft documents in the final documents.
- Throughout delivery of the Water CIP and all project phases, PMC will collaborate with the SFPUC Program Team and Project Teams.
- PMC will develop and maintain a schedule indicating the critical path for Task Orders.
- PMC will submit meeting summaries documenting key decisions and action items from project meetings, presentations and workshops, within two weeks of date of meetings.
- PMC will submit monthly progress reports five calendar days after the end of each month, and quarterly progress reports that are more comprehensive describing overall contract progress and highlights (see Section 3.1 Subtask 1.1 Program Contract Management).
- SFPUC will provide the Key Team Members identified in Section 4.3 of this RFP with office space at 525 Golden Gate in San Francisco; the individuals must be available in person at least 3 days per week or as requested to attend in-person meetings. PMC must make other PMC staff (such as Lead Team Members in Section 4.4) available to attend in-person meetings at SFPUC offices and facilities as requested, from San Francisco to Moccasin.

4 Minimum Qualifications

Only Proposers that possess the minimum qualifications set forth below are eligible to submit a proposal in response to this RFP. Proposals must clearly demonstrate possession of the specified minimum qualifications. The SFPUC may reject proposals from Proposers that do not clearly demonstrate possession of the minimum qualifications without further consideration. The SFPUC reserves the right to request clarification from Proposers that fail to meet any minimum qualification requirement(s) prior to rejecting a proposal.

4.1 Prime Proposer and Joint Venture Partners Qualifications

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

A. Prime Proposer or Lead JV Partner Qualifications

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

- The Prime Proposer or Lead JV Partner must either (i) have been in business for a minimum of 20 years providing Program Management Services (defined as including Planning, Design, and/or Pre-Construction Management) for water, wastewater, or power infrastructure capital programs; OR (ii) have been in business for 10 years providing water, wastewater, or power Program Management Services AND have an owner, partner, or principal officer responsible for making significant administrative and business decisions on behalf of the firm, with a minimum of 20 years experience providing Program Management Services for water, wastewater, or power infrastructure capital programs; AND
- The Prime Proposer or Lead JV Partner must have experience as the Prime, or Lead JV, Program Manager where it was responsible for management of a programmatic team on at least three complex water, wastewater, or power infrastructure programs, with a value of \$500 Million or more, within the last 15 years, that are similar in complexity to the Water CIP; at least one of the three programs must clearly demonstrate experience in managing a program with at least one project greater than \$300 Million in construction value (see below table for project construction value of at least \$300 Million, escalated by 2.5% per year, compounded annually); AND

<u>Year of Completion</u>	<u>Minimum Value of Project</u>
2010	\$212,318,159
2011	\$217,626,113
2012	\$223,066,766
2013	\$228,643,435
2014	\$234,359,521
2015	\$240,218,509
2016	\$246,223,971
2017	\$252,379,571
2018	\$258,689,060
2019	\$265,156,286
2020	\$271,785,193
2021	\$278,579,823
2022	\$285,544,319
2023	\$292,682,927
2024	\$300,000,000

- The Prime Proposer or Lead JV Partner must demonstrate a working knowledge and understanding of current California water issues, regulations, and stakeholder concerns; AND
- The Lead JV Partner must demonstrate proven experience in managing and leading.

B. Non-Lead JV Partner Qualifications

To qualify as a **Non-Lead JV Partner** for the Agreement, the Non-Lead JV Partner must possess, at a minimum, the following qualifications:

- The Non-Leading JV Partner must either (i) have been in business for a minimum of 15 years providing Program Management Services for water, power, and/or wastewater infrastructure capital programs (dams, water transmission, water filtration, water treatment, tunnels, water distribution, hydro-electric generators, penstocks, power transmission/distribution, and/or substations); OR (ii) have been in business for five years providing water, power, and/or wastewater Program Management Services AND have an owner, partner, or principal officer responsible for making significant administrative and business decisions on behalf of the firm with a minimum of 15 years experience providing Program Management Services for water, wastewater, or power infrastructure capital programs; AND
- The Non-Lead JV Partner must have experience as a Prime or JV Partner who has managed a programmatic team on at least two complex water, power, and/or wastewater

infrastructure programs, with a value of \$300 Million or more, within the last 15 years (see below table for project construction value of at least \$300 Million, escalated by 2.5% per year, compounded annually), that are similar in complexity to the Water Enterprise's 10-year capital plan; AND

<u>Year of Completion</u>	<u>Minimum Value of Project</u>
2010	\$212,318,159
2011	\$217,626,113
2012	\$223,066,766
2013	\$228,643,435
2014	\$234,359,521
2015	\$240,218,509
2016	\$246,223,971
2017	\$252,379,571
2018	\$258,689,060
2019	\$265,156,286
2020	\$271,785,193
2021	\$278,579,823
2022	\$285,544,319
2023	\$292,682,927
2024	\$300,000,000

- The Non-Leading JV Partner must demonstrate a working knowledge and understanding of current California water and/or power generation/transmission issues, regulations, and stakeholder concerns.

4.2 Subcontractor Qualifications

To qualify as a **subcontractor** that will provide technical services described in this RFP, each subcontractor must possess, at a minimum, the following qualifications:

- The Subcontractor providing key/lead team members must either (i) have been in business a minimum of five years providing related services in the tasks for which the Subcontractor is providing key/lead team members; OR (ii) have been in business for one year providing water, wastewater or power Program Management Services AND have an owner, partner, or principal officer responsible for making significant administrative and business decisions on behalf of the firm with a minimum of five years experience providing related services in the tasks for which the Subcontractor is providing key/lead team members; AND

- The Subcontractor providing one of the key/lead positions (i.e. Program Management Advisor, Pre-Construction Technical Advisor, etc.) as part of a programmatic team must have either (i) experience on at least one complex water, wastewater, or power infrastructure program, with a value of \$300 Million or more, and similar in complexity to the Water CIP; OR (ii) have an owner, partner, or principal officer that fulfills this experience.

To qualify as a **subcontractor** that will provide support staff technical services described in this RFP, each subcontractor must possess, at a minimum, the following qualifications:

- The Subcontractor providing support staff or technical/business services must either (i) have been in business for a minimum of five years providing services in one of the technical/business fields required under the scope of services (i.e. Cost Estimating, Technical Reviews, etc.); OR (ii) have been in business for a minimum of one year providing services in one of the technical/business fields required under the scope of services AND have an owner, partner or principal officer responsible for making significant administrative and business decisions on behalf of the firm with a minimum of five years of experience in the technical/business field required under the scope of services for which the Subcontractor is being proposed.

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

4.3 Key Team Member Qualifications

The following are required qualifications for key positions to be provided as part of this RFP. In addition to the specific qualification requirements applicable to each identified position, ALL key team members must have been employed by their respective firm for at least six months prior to the date that proposals are received by the SFPUC for this RFP. The City reserves the right to verify information regarding employment. It is the responsibility of the Proposer to put forth a highly qualified team with the experience and capabilities needed to support the Water CIP in a Program Management capacity, and propose individuals who meet the specific qualifications highlighted in this section. All key team members must currently reside in the Bay Area or be able to relocate upon award. All proposed substitutions of key personnel during the contract term will be subject to approval by the Program Director.

The specific qualification requirements for the key/lead positions are delineated below:

A. Program Management Advisor (PMA)

To qualify as the PMA for this Agreement, an individual must possess the following:

- A minimum of 20 years of Capital Planning and Delivery experience, including at least five

years of Program Management experience on a \$500 Million, or greater, water or wastewater capital improvement program, within the last 15 years, that has had at least three projects progress through Design and at least one project through completion of Construction; AND

- The PMA must demonstrate experience in leadership and personnel management, as well as understanding of the aspects of stakeholder engagement, SFPUC governing policies, and the endorsed levels of services, and possess exemplary written and presentation competence; AND
- The PMA must have experience managing a program management team integrated with City-staff, in a government-public sector environment, in the role of Program Advisor; AND
- The PMA must demonstrate experience managing an infrastructure program where existing aging infrastructure remained in continuous operation; AND
- The PMA must highlight their experience with programs that are highly integrated with City/Agency O&M staff; AND
- The PMA must currently reside in Northern California or be able to relocate upon award.

Desirable (but not mandatory) qualifications include the following experiences and qualifications:

- Serving as the Program Manager for a major water capital improvement program with diversified water sources and preferably also with hydropower generation facilities; AND
- Working on a program or programs in both urban and remote settings; AND
- Working on a program that includes alternative water supply planning; hydropower generation and transmission; water treatment plants and pumping facilities; dams, reservoirs and storage facilities; linear pipeline construction; and alternative delivery methods; AND
- Balancing and optimizing a large capital program to achieve specific outcomes such as cost savings, meeting critical schedule requirements, developing and managing to achieve priorities and goals, supporting financial analysis of capital plan for customer affordability, assuring long-term operability and reliability of assets, effective stakeholder outreach and communications; AND
- Engaging the contracting community for broader outreach; AND
- Maintaining an active professional engineering license in California.

B. Deputy Program Management Advisor (DPMA)

To qualify as the DPMA for this Agreement, an individual must possess the following:

- A minimum of 10 years of Capital Planning and Delivery experience, including at least

three years of Program Management experience on a \$300 Million, or greater, water or wastewater capital improvement program, within the last 10 years, that has had at least three projects progress through Design and at least one project through completion of Construction; AND

- The DPMA must demonstrate a leadership role in at least one water or wastewater capital improvement program with value of at least \$300 Million that included specific outreach and inclusion programs for Disadvantaged Communities. A Disadvantaged Community is a community with an annual median household income that is less than 80 percent of the statewide annual median household income, as defined by the Water Code §79505.5 (<https://oehha.ca.gov/calenviroscreen/sb535>); AND
- Must currently reside in Northern California or be able to relocate upon award; AND
- SFPUC prefers but does not require an active professional engineering license in California.

C. Pre-Construction Technical Advisor (PCTA)

To qualify as the PCTA for this Agreement, an individual must possess the following:

- A minimum of 20 years of Planning, Design, Engineering, and Construction experience on water, power and/or wastewater capital programs. The PCTA must have worked as an Engineering Manager on at least two \$500 Million, or greater, water capital improvement programs, within the last 15 years, and who has had at least three projects progress through Design and at least one project through completion of Construction; AND
- The PCTA must hold an active professional engineering license in California; AND
- The PCTA must demonstrate an understanding of water and hydropower generation regulatory requirements and restraints; AND
- The PCTA must have experience in the role of the Pre-Construction Technical Advisor for a similar program with complex shutdown schedules, project sequencing, challenging permit requirements, and governing processes; AND
- The PCTA must currently reside in Northern California or be able to relocate upon award.

Desirable (but not mandatory) qualifications include the following experience and qualifications:

- Design and Implementation phases of water projects with demonstrable experience in at least four of the following areas: 1) alternative water supplies; 2) water storage, transmission and distribution systems; 3) optimization of pipeline distribution systems; 4) water system condition assessment; 5) water system operations, maintenance, and water quality requirements; 6) hydropower generation and high-voltage electric transmission systems; 7) asset start-up, testing, and onboarding to operations; and 8) development of project sequence, project and system interrelationships, and shutdown schedules; AND

- Asset management and alternative delivery methods (such as Design-Build and Construction Management at Risk).

D. Program Quality Assurance Manager (PQAM)

To qualify as the PQAM for this Agreement, an individual must possess the following:

- A minimum of 20 years of Engineering, Design, and Quality Assurance management experience in the water, wastewater, or power industry; AND
- The PQAM must have worked as an Engineering Quality Manager on at least one \$300 Million, or greater, water, power, or wastewater, capital improvement program; AND
- The PQAM must have experience working as part of an integrated (City & Consultant) team; AND
- The PQAM must have experience managing and providing quality assurance for a major wastewater or water capital improvement program that is driven by reducing life cycle costs, while improving the system to meet specific goals or levels of service, and complex permitting and shutdown requirements; AND
- The PQAM must hold an active professional engineering license in California; AND
- Experience with a wide range of technologies and water facility plant start-up and commissioning is desirable but not mandatory; AND
- The PQAM must currently reside in Northern California or be able to relocate upon award.

All Key Team Members must provide letters of commitment as outlined in Section 5.2.3, Proposer Qualifications.

4.4 Lead Team Member Qualifications

The following are required qualifications for other lead positions to be provided as part of this RFP. In addition to the specific qualification requirements applicable to each identified position, ALL lead team members must have been employed by their respective firm for at least six months prior to the date that SFPUC receives proposals for this RFP. The City reserves the right to verify information regarding employment. The Proposer is responsible for putting forth a highly-qualified team with the experience and capabilities needed to support the Water CIP in a Program Management capacity, and propose individuals who meet the specific qualifications highlighted in this section. All lead team members are not required to reside in the Bay Area but must be available to attend meetings and site visits in person as directed and at no additional cost to the SFPUC. All proposed substitutions of key/lead personnel during the contract term will be subject to approval by the Program Director.

The specific qualification requirements for other positions are delineated below:

A. Process Engineering Manager (PEM)

To qualify as the PEM for this Agreement, an individual must possess the following:

- A minimum of 20 years of Process Engineering, Planning, Design, and Construction experience in the water industry; AND
- The PEM must have worked as a process engineering manager on at least one \$100 Million, or greater, alternative water supply and/or water treatment capital improvement project and/or one \$300 Million, or greater, alternative water supply and/or water treatment program (including a portfolio of capital projects); AND
- The PEM must hold an active professional engineer license in California; AND
- The PEM must demonstrate an understanding of alternative water supplies and water treatment process and technologies; AND
- The PEM must have experience as the lead/senior process engineer supporting a capital improvement program for a water system with multiple sources and treatment requirements in an urban setting; AND
- SFPUC prefers but does not require the PEM to have a Master's degree in Sanitary Engineering (or equivalent) from an accredited institution.

B. Transmission/Distribution Systems Engineering Manager (SEM)

To qualify as the SEM for this Agreement, an individual must possess the following:

- A minimum of 20 years of Engineering, Planning, Design, and Construction experience specific to storage reservoirs, tunnels, pipelines, pump stations and distribution systems in the water industry; AND
- The SEM must have worked as an Engineer/Utility Manager on at least one \$75 Million, or greater, water transmission or distribution system capital improvement project and/or one \$300 Million, or greater, water transmission or distribution system capital improvement program; AND
- The SEM must have demonstrated experience in a lead design role for at least two relevant, verifiable pressurized water or wastewater transmission pipelines (at least 36-inch diameter) projects; AND
- The SEM must have an active professional Civil Engineer or Mechanical Engineer license in California; AND
- SFPUC prefers but does not require the SEM to have experience as the lead/senior engineer in support of a capital improvement program for water storage, transmission, and distribution systems, and have working knowledge of geotechnical and seismic engineering, transmission and distribution systems hydraulics and systems evaluations, condition assessments, asset management practices, regulatory requirements, operating and emergency response strategies, planning, design, and construction, and monitoring and treatment; AND
- SFPUC prefers but does not require the SEM to have a Master's degree in Civil Engineering

from an accredited institution.

C. Dams Engineering Manager (DEM)

To qualify as the DEM for this Agreement, an individual must possess the following:

- A minimum 15 years' experience as a licensed civil and/or geotechnical engineer; AND
- A minimum of 10 years' experience in planning, design and construction of dam and reservoir infrastructure projects; AND
- Experience on at least three relevant, verifiable dam projects, one of which must be greater than \$100 Million in value; AND
- Must possess a California registration as a Geotechnical or Civil Engineer.

D. Geotechnical Engineering Manager (GEM)

To qualify as the GEM for this Agreement, an individual must possess the following:

- A minimum of 10 years' experience as a licensed geotechnical engineer; AND
- Demonstrated experience on at least two relevant, verifiable projects with estimated construction value of at least \$50 Million leading geotechnical investigations, providing geotechnical values used in design for dam and reservoir infrastructure projects; AND
- Must possess a California registration as a Geotechnical Engineer.

E. Hydropower Generation and High Voltage Transmission Engineering Manager (HEM)

To qualify as the HEM for this Agreement, an individual must possess the following:

- A minimum of 20 years of Engineering, Planning, Design, and Construction experience specific to at least two of the following: hydro-electric generators, penstocks, power transmission/distribution and substations/switchyards systems in the power industry; AND
- The HEM must have worked as an Engineer/Utility Manager on at least one \$300 Million, or greater, power system capital improvement program that includes at least one power generation or transmission project with a construction value of \$75 Million or greater; AND
- The HEM must demonstrate a working knowledge and understanding of power generation and transmission condition assessment, relay protection, commissioning (including commissioning of power assets that are part of the Bulk Electric System), regulations (including return-to-service obligations with neighboring Transmission Operators), and stakeholder concerns; AND
- The HEM must have an active professional engineer license in California.
- SFPUC prefers but does not require the HEM to have demonstrable experience as the

lead/senior engineer in support of a capital improvement program for hydro-electric generators (any and all mechanical and electrical systems appurtenant to hydro-electric generators), penstocks, power transmission/distribution and/or substations/switchyards systems, that includes work on condition assessments, asset management practices, regulatory requirements, commissioning, planning, design, and construction; AND

- SFPUC prefers but does not require the HEM to have a degree in Electrical Engineering from an accredited institution.

F. Start-Up, Testing, and Asset On-Boarding Specialist (AOBS)

To qualify as the AOBS for this Agreement, an individual must possess the following:

- A minimum of 10 years of water facility Testing, Operations, and Maintenance experience in the water or wastewater industry; AND
- The AOBS must have worked as the lead facilitator, engineer, or manager for the start-up testing and/or operations of a major water facility improvement project with a project value of at least \$50 Million and must demonstrate successful asset integration and long-term operation following start-up; AND
- The AOBS must demonstrate experience starting up and commissioning at least 3 facilities with different types of treatment or operating technologies (such as ozone disinfection, membrane filtration, groundwater pumping and treatment, high-rate clarification, sludge removal, etc.); AND
- The AOBS must have experience working as part of an integrated (City & Consultant) team; AND
- SFPUC prefers but does not require that the AOBS have an active professional engineering license in California.

G. Lead Cost Estimator (LCE)

To qualify as the LCE for this Agreement, an individual must possess the following:

- A minimum of 20 years recent experience in cost estimating, cost engineering, or cost controls, on at least two \$300 Million, or greater, water system capital improvement programs; including, at least five years experience with performing cost estimates for treatment plants; storage facilities including dams; transmission and distribution system facilities including tunnels, pipelines and pump station projects; AND
- A baccalaureate degree in Engineering, Construction Management, Business Administration, or relevant discipline from an accredited institution; AND
- One or more certifications: a Certified Cost Engineer/Certified Cost Consultant (CCE/CCC) from the various industry related associations such as, the Association of the Advancement of Cost Engineering (AACE), a certified Planning & Scheduling Professional

(PSP), or other similar certifications [e.g. Certified Construction Manager (CCM); Project Management Professional (PMP)] from other relevant industry associations [e.g. Construction Management Association of America (CMAA); Project Management Institute (PMI)]; AND

- The LCE must have experience working as part of an integrated (City & Consultant) team to develop programmatic cost estimates for a program with multiple projects occurring over a period of time greater than 5 years.

H. Diversity, Equity and Inclusion (DEI) Specialist

To qualify as the DEI Specialist for this Agreement, an individual must possess the following:

- A minimum of five years experience successfully integrating infrastructure capital program delivery with policies similar to SFPUC's Environmental Justice Policy and Racial Justice Resolution described in Section 2.2; AND
- The DEI Specialist must have supported at least one other public agency or municipality with DEI work.

I. Value Engineering Specialists (up to 3 proposed individuals)

To qualify as a Value Engineering Specialist for this Agreement, an individual must possess the following:

- A minimum of 15 years recent Engineering or Construction experience on water projects, at least five years of which have included experience in value engineering for water pump stations, treatment plants, and tunnels.

J. Climate Change and Systems Resiliency Specialist

To qualify as the Climate Change and Systems Resiliency Specialist for this Agreement, an individual must possess the following:

- A minimum of 10 years experience coupled with knowledge of resources and oversight bodies related to climate change, lifelines resiliency planning for emergency preparedness, and seismic standards for infrastructure and water system projects; AND
- The Climate Change and Systems Resiliency Specialist must be a published, recognized expert in their field and be familiar with the Bay Area. They must have supported at least one other public agency and/or municipality in similar assessments and in the development of adaptation plans for infrastructure.

K. Technology Transfer and Training Specialist (TTTS)

To qualify as the Technology Transfer and Training Specialist for this Agreement, an individual must possess the following:

- A minimum of 15 years recent Engineering/Construction experience on water projects including at least five years experience in Technology Transfer and Training for water systems and/or hydroelectric generation facilities including as many of the following facilities as possible: dams and reservoirs, tunnels, pipelines, pump stations, treatment plants, hydroelectric and high voltage generation and transmission facilities, alternative water supply, and distribution systems; AND
- SFPUC prefers but does not require the TTTS to have O&M support experience.

L. Asset Management Integration Specialist

To qualify as the Asset Management Integration Specialist for this Agreement, an individual must possess the following:

- A minimum of 15 years recent Engineering/Construction experience on water projects including at least five years experience in Asset Management Integration for water and/or hydroelectric power and transmission systems; AND
- A minimum of five years working with Maximo software platform as the primary asset management database.

M. Building Information Modeling Specialist

To qualify as the Building Information Modeling Specialist for this Agreement, an individual must possess the following:

- A minimum of 15 years recent Engineering/Construction experience on water projects including at least five years experience in Building Information Modeling for water systems and complex facilities and buildings.

5 Proposal Response Format

5.1 Proposal Submission

Proposals must be submitted online via the [SFBid website](#).

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

5.2 Proposal Requirements and Format

Review the proposal response requirements listed below and on the online response form within SFBid (“Proposal Response Form”). Refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. Proposers must not use 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.

As reflected in the Proposal Response Form, the proposal must include the following:

5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer and, if a JV is responding to this RFP, identify the Lead and Non-Lead JV Partners. If available, provide the Prime Proposer’s or JV entity’s City “Bidder” or “Supplier” number.

By submitting a proposal, Proposer agrees to the following commitments:

- 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 Agreement (included as 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 acknowledge and respect all SFPUC policies (see Section 2.2);
- Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco;
- If submitting a voluntary SIP Proposal, Proposer agrees to keep its Social Impact Commitments offer (as specified in its SIP Proposal) open for the SFPUC’s acceptance until such time as the Agreement is finally awarded and approved as required by law unless

the SFPUC rejects all proposals before award;

- If submitting a voluntary SIP Proposal, Proposer has read the [SIP Rules and Regulations](#) and agrees to comply with the SIP Rules and Regulations.

5.2.2 Executive Summary

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 Proposer Qualifications

Provide a description and background summary of the Prime Proposer's 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, Minimum Qualifications.

5.2.4 Reference Projects

Provide a description of the **five** most recent programs previously managed by the Prime Proposer or Lead JV Partners AND **three** most recent programs previously managed by the Non-lead JV partner within the last 20 years, which must be of the type and scope of services specified in this RFP.

For Prime Proposers and Lead JV Partners, at least three of the reference programs must be complex water, wastewater, or power infrastructure programs, with a value of \$500 Million or more (reference Section 4.1 for project value table), and at least one of these three reference projects must clearly demonstrate experience in complex water infrastructure capital programs (preferably with a hydropower generation component) with a value of \$500 Million or more (reference Section 4.1 for project value table).

For the Non-lead JV Partners, at least two reference programs must be complex water, power or

wastewater infrastructure programs, with a value of \$300 Million or more.

Proposer may not selectively choose reference projects; rather, Proposer must submit project descriptions for the most recent projects that meet the requirements above. Failure to submit the most recent projects may result in the SFPUC deeming the proposal non-responsive and/or deducting points from the evaluation process.

If a Proposer identifies an SFPUC project as a qualifying project reference, and the identified project complies with RFP reference requirements and was subject to the SFPUC's Consultant Performance Evaluation (CPE) procedure (included as Appendix L), then Staff may forward either the most recent annual CPE or the final CPE for the project, as appropriate, to the Technical Panel.

Each project description must include the following information:

- Project name;
- Project scope summary;
- Project start and completion dates;
- Project costs (prime [or JV partners] consulting fee and total project cost);
- Proposer's role and responsibilities on 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 information.

5.2.5 Work Approach

Describe the overall approach that the team proposes to use to successfully carry out work under the Agreement. Specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for Task 2 Strategic Capital Planning, including but not limited to long-range planning and successful delivery of a rolling 10-year CIP and the integration of asset management principles;
- Approach for Task 3 Program Delivery, including but not limited to performance metrics, risk management, Operations coordination, and cost estimating;
- Approach for Task 4 Project Technical Support, including but not limited to project planning support, Alternative Water Supply projects planning support, project-specific technical expertise, and independent technical review;
- Approach for coordinating/managing all work activities, including coordination and communication with Staff, to meet project milestones and deliverable due dates;
- Approach to integrating environmental justice and diversity, equity and inclusion (DEI), with infrastructure capital program delivery services provided under this contract (these

efforts should not discriminate against nor grant preferential treatment on the basis of race, sex, color, ethnicity, or national origin);

- Team organization, approach for integration of PMC and Staff, and proposed internal (including City departments) reporting relationships;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (Quality Assurance/Quality Control (QA/QC)); and
- Location where the work is to be managed and location where each component of the work is to be performed.

5.2.6 Team Member Qualifications

Identify the individuals who will serve as the Key and Lead Team Members as specified in Sections 4.3 and 4.4, and provide their roles, responsibilities, qualifications, and company affiliations. Describe each team member's background, skills, and professional experience to demonstrate their ability to successfully perform the work.

Identify staff who will serve as the Key and Lead Team Members, as specified in Sections 4.3 and 4.4 of the RFP. Proposer must clearly demonstrate that all Key and Lead Team Members meet all the minimum qualification requirements outlined in Section 4.3 and 4.4. Provide a resume for each Key and Lead Team Member so that the Technical Panel can evaluate the capabilities of each team member to fulfill their project roles and complete the scope of services successfully. Proposer must clearly demonstrate that all Team Members meet all the minimum qualification requirements outlined in Sections 4.3 and 4.4.

Provide a letter of commitment from each Key and Lead Team Member. Each letter of commitment must be signed by the applicable individual and dated within five business days of the date that proposals are due. Each letter of commitment must include a statement by the applicable individual that, if the City awards an agreement to the Proposer, said individual intends to work on the Agreement at the percentage of work time specified by Proposer in its proposal for the duration of the Agreement. In the absence of a letter of commitment from an identified Key/Lead Team Member, the City may determine that the Proposer does not have commitment from the identified individual(s) and may reject the proposal as non-responsive.

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

Note: Proposer must provide evidence of relevant project experience as specified within Sections 4.3 and 4.4 for all Key and Lead Team Members. Provide evidence of required project experience within the team member's resume or within the Proposer Qualifications section for all Key and Lead Team Members.

5.2.7 Team Organizational Chart

Provide an organizational chart that illustrates the team structure (include the integration/interaction with SFPUC project team staff). Note the firm name and title/role for each team member.

5.2.8 Team Availability

Complete and submit the Proposer Commitment Matrix, included as Appendix E in an Excel file format. All information in the Excel spreadsheet must be consistent with all other submissions with the proposal (e.g., 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.

In the first worksheet tab, entitled “Commitment Matrix,” identify the specific percentage of work time each Key and Lead Team Member will spend on the project and confirm their availability throughout the project duration.

In the second worksheet tab, entitled “Other Project Commitments,” fill in each Key and 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

The SFPUC will compensate the Contractor for services provided under the Agreement for: (1) labor-related costs by hourly billing rates for hours worked; and (2) separately billed direct reimbursable expenses (or “other direct costs” (ODCs)).

Proposer must use the OPS template, included as Appendix B in Excel file format, to prepare its 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. Proposer must list only one OPR 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 does not include health benefits, retirement benefits, profit sharing, sick leave, and vacation.

A. Applicable Rates/Tasks

Proposals must include 2024 billing rates. The Agreement will permit the Contractor to escalate its 2024 billing rates only based on the annual percentage change of the Consumer Price Index for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR, or “average multiplier”) is calculated as 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 for each Key Team Member listed in Section 4.3 and Lead Team Member listed in Section 4.4 and any Technical Advisory Panel members is \$300/hour; for all other staff the maximum billing rate is \$270/hour.**

It is within the sole discretion of the SFPUC to reject any proposal that does not completely fill out the OPS provided in this RFP and/or does not comply with the OPS requirements.

Proposer must include all costs to manage and administer the services under the Agreement in each firm’s OPR. Only individuals identified in the proposal or approved by the SFPUC Contract Manager to be added, and who are performing tasks directly related to the Agreement, may charge their time on 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. If used, Proposer must list the Individual Contractor as a separate line item in the OPS. Proposer must list the Individual Contractor’s name, entity, and hourly pay rate, and the hourly pay rate extended to a billing rate with a 1.00 OPR 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.

Provision of Individual Contractors for proposed services under the Agreement shall not exceed 3% of the Total Actual Labor Cost. If Proposer’s Individual Contractor is later replaced or substituted after execution of the Agreement, 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 OPR 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 may be subject to negotiation prior to award of contract and non-negotiable for the duration of the Agreement. The EOPR will apply to the billing rate of all subcontracting firms not listed in the OPS. If the Contractor seeks to add a new subcontracting firm during the duration of the Agreement, the new individual firm OPR can be no more than the proposal EOPR. The EOPR will also apply to all amendments to the Agreement.

The SFPUC may require the Contractor 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 Contractor. The Contractor will be obligated to provide the services of individuals listed in the OPS for whom resumes and qualifications have been submitted as part of the proposal.

The Contractor's subcontractor markups shall not exceed 5% of subcontractors' actual labor costs. The Agreement will not permit markups on ODCs or materials for either the Contractor or its subcontractors.

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 shall apply to all proposed staff and substituted, new, or added staff for the duration of the Agreement and shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses. If a new subconsulting firm is added during the duration of the Agreement, the new individual firm's hourly billing rate must not exceed the maximum billing rate of \$300/hour for Key Team Members listed in Section 4.3 and Lead Team Member listed in Section 4.4 and maximum billing rate of \$270/hour for all other staff. The maximum billing rates will also apply to all amendments to the Agreement.

D. Other Direct Costs

ODCs must include actual direct costs (with no markup) of expenses directly incurred in performing the work, with the exception of Media Buy purchases, which may include a 7% mark-up on the base cost. **All ODCs must receive written pre-approval from the SFPUC Contract Manager.**

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by the 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 or car share: 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: The SFPUC will pay the Contractor on a per mile basis as established by the United States 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 SFPUC 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 Staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and an expense report are required for consideration of reimbursement. Since auto insurance is already part of the Agreement, the SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from the 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 from SFPUC project staff and documentation of the written approval from the SFPUC must be included with the invoice);
- Task-related permit fees;
- Task related publishing or advertisement fees;
- Expedited courier services when requested by Staff; and
- Task-specific safety equipment.

Only the ODCs listed above are eligible for reimbursement. Compensation for all other ODCs shall be included in the Contractor's EOPR with no separate compensation or reimbursement. Such expenses not eligible for reimbursement 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 the Contractor's home office to SFPUC facilities not requested by the SFPUC;
- Routine travel from the Contractor's home office to SFPUC facilities or to Moccasin or other Regional Water System facilities;
- Travel for all Key/Lead Members to attend in-person meetings;
- 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, communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with Staff;
- Equipment to be used by Staff;
- Ergonomic office equipment; and

- Postage and courier services that are not requested by Staff.

5.2.10 Diversity, Equity, and Inclusion Submittal

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

The DEI submittal, if submitted, must be submitted by uploading a PDF copy of the plan in the Proposal Response Form.

5.2.11 The SFPUC Social Impact Partnership (SIP) Program

5.2.11.1 Generally

Consistent with the SFPUC Commission's [Environmental Justice](#), [Community Benefits](#) and [Racial Justice](#) Policies, the SFPUC encourages Proposers to join the SFPUC in delivering concrete, positive benefits to communities served and/or impacted by SFPUC projects, operations, or contracts by voluntarily participating in the SFPUC SIP Program. Information on the SIP Program can be found at www.sfpuc.org/socialimpact.

Proposers interested in participating in the SIP Program must follow the instructions of this Section 5.2.11 and the SFPUC [SIP Program Rules and Regulations](#). All capitalized terms in this section are as defined in the SIP Rules and Regulations.

This RFP is for a Covered Contract under the SIP Program. A Proposer that wishes to participate in the program must submit a SIP Proposal with its technical proposal. A Proposer with a compliant SIP Proposal is eligible for a bonus in the competitive evaluation.

The SIP Program is one component of the competitive process for Covered Contracts and may, or may not, be a deciding factor in determining the successful Contractor. The SFPUC will consider each SIP Program Commitment Proposal (SIP Proposal) as a factor separate from and in addition to other qualitative or quantitative scoring criteria for the Covered Contract. Following a competitive process, the SFPUC may or may not award a Covered Contract and reserves the right in all solicitations to reject any or all proposals.

Where, and if, there are any conflicts or discrepancies between the language in this section, the SIP Proposal, and the SIP Rules and Regulations, the SIP Rules and Regulations shall prevail as the final understanding and agreement between the Proposer and the SFPUC.

5.2.11.2 SIP Proposals and Proposed Commitments

To participate in the SIP Program, a Proposer must submit a SIP Proposal in response to this RFP. Proposers should provide a SIP Proposal on the SIP Proposal Response Form, located in Appendix D. Participation in the SIP Program by submission of a SIP Proposal constitutes Proposer's acknowledgement and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract.

SIP Proposals must be submitted utilizing the SIP Proposal Form, provided in Appendix D. The SFPUC may deem any SIP Proposal not meeting this requirement non-responsive.

A SIP Proposal may include one or more proposed commitments (Proposed Commitment). For each Proposed Commitment, the Proposer shall identify:

- (A) Commitment type and amount,
- (B) Program Area(s),
- (C) Geographic Area(s),
- (D) Contractor's key SIP Program personnel,
- (E) Social Impact Work Experience,
- (F) Reasoning or Values Alignment to Selected Program Area(s),
- (G) SIP Work Approach, and
- (H) Systems, Processes and Documentation.

A. Proposed Commitment Type and Amount

Proposed Commitments for participation in the SIP Program must be in the form of:

1. Direct Financial Contributions that Proposer will pay directly to a Beneficiary; and/or
2. Volunteer Hours that Proposer will provide to support a Beneficiary.

The amount of a Proposed Commitment must be delivered as direct services and programming in support of a Program Area (see Section 5.2.11.2(B) below) where key performance indicators and outcomes can be reported, not toward a Beneficiary's general operating or overhead costs, fundraising events, or other non-program-based expenses. Proposed Commitments shall not include Contractor's costs associated with participation in the SIP Program, such as administrative costs, employee time, SIP Program reporting requirements, costs to deliver the Proposed Commitment, or cost of travel to/from Commitment locations. All such costs shall be borne by the Contractor at no cost to the SFPUC.

The Contractor's funding or performance of its Proposed Commitment may not be conditioned upon, tied to, or dependent on receipt of any funds from the SFPUC for the Covered Contract, including amounts held by the City in retention.

Proposers shall not include any language conditioning the delivery of their Proposed Commitments in any way. Proposed Commitments must be clear, unambiguous, and leave no room for interpretation or require any future changes, modifications, reconsideration, or reevaluation. If Proposer's SIP Proposal includes language conditioning the delivery of Contractor's Social Impact Commitments in any way, the SFPUC will deem the SIP Proposal non-responsive.

B. Program Areas

A Proposed Commitment must be performed in one or more of the following Program Area(s):

1. **Job Exposure, Training, and Internships:** Focused on building a diverse and skilled pool of workers for the twenty-first century, and may include local recruitment, case management, barrier removal, soft skills training, technical skills training via California State-approved apprenticeship programs and community-based organizations, or building the worker pipeline to meet State and City-mandated workforce and contracting requirements.
2. **Small Business Support:** Focused on the support of small local businesses in the communities adjacent to the project, and may include training, mentoring, technical assistance, or business development, especially in the construction and professional service industries.
3. **Public Education:** Focused on strategies that promote science and engineering education and educational advancement for local disadvantaged communities through partnerships with local educational nonprofits and public schools that take into consideration the priorities of the local public school district.
4. **Environment and Community Health:** Focused on strategies to address environmental justice disparities, improve health outcomes in the community, nurture environmental stewardship, and support the continued presence and well-being of long-term residents and businesses in local communities.

C. Geographic Areas

A Proposed Commitment must be performed in the SFPUC service regions (San Francisco, Alameda, Santa Clara, San Joaquin, San Mateo, Tuolumne, and Mariposa Counties), an area that has been or will be impacted by the SFPUC's projects, operations, and/or work associated with this Covered Contract solicitation.

D. Contractor's Key SIP Program Personnel

The Proposer must identify its key SIP Program personnel. The key personnel shall include a SIP Executive-in-Charge and a SIP Coordinator. The SIP Executive-in-Charge will manage the

implementation of the Social Impact Commitments, provide oversight, and ensure that the Contractor delivers that proposed Social Impact Commitments in a transparent and accountable manner. The SIP Coordinator will organize, plan, track, and report on the progress of all Social Impact Commitments.

E. Social Impact Work Experience

A proposal must describe the Proposer's documented history and/or experience with social impact/community benefits work, including the Proposer's current community involvement and existing community relationships/partnerships related to the Geographic Area and communities associated with the Project. If a Proposer does not have documented history or experience with social impact/community benefits work, the Proposer may alternatively describe how its culture supports the importance and impact of the Proposer delivering SIP Commitments through this Project. If a Proposer has previously been awarded SFPUC contracts that have included the SIP Program, the Proposer must describe its level of success in satisfying its SIP obligations as reflected on the SFPUC public [dashboard](#) or a more current progress update for active contracts.

F. Reasoning or Values Alignment to Selected Program Area(s).

Excellent proposals will describe the Proposer's reasoning or values alignment that inspired the Proposer to select the Program Area(s) under which it has proposed Social Impact Commitments for this Project. Proposals will further expand on Contractor's own mission and values, and Proposer's alignment to the SFPUC Commission's adopted policies including the Environmental Justice (to prevent and mitigate harm), Community Benefits (to promote positive impacts), and Racial Justice (to address systemic racism) policies and resolutions.

G. SIP Work Approach

Excellent proposals will describe the Proposer's approach, including how the community(ies) impacted by the Project will be engaged to determine the most appropriate use of Proposer's Social Impact Commitments, how those community(ies) will be selected, and how maximum accountability to the impacted community(ies) will be ensured, consistent with the SFPUC's Environmental Justice, Community Benefits, and Racial Justice policies and resolutions.

H. Systems, Processes and Documentation

Excellent proposals will describe the systems, processes, and substantiating documentation (see 5.2.11.3 Section F for examples) that the Proposer has or will put in place that will allow the Proposer to accurately track and publicly report on the commitments, data, and unique key performance indicators associated with Proposer's commitments.

5.2.11.3 Covered Contract SIP Program Requirements

A. Social Impact Commitments

A Covered Contract shall incorporate the Contractor's Proposed Commitments from its SIP Proposal as Social Impact Commitments, and the Contractor shall be obligated to perform the Commitments during the term of the Covered Contract.

The Contractor's obligation to perform a Social Impact Commitment is separate from, and in addition to, any other regulatory or legal requirements under the Covered Contract, including but not limited to, the requirements of the LBE Program, Local Hire, First Source Hiring, Project Labor Agreement, or any other requirements of the City or other regulatory entity.

The Contractor's provision of Social Impact Commitments does not entitle it to additional work beyond that specified within the Covered Contract.

The Contractor shall indemnify and defend the City and any of its officers or employees from all damages, costs, or expenses in law or equity, or claims for same, that may arise from the performance of Social Impact Commitments. The Contractor shall bear sole responsibility and liability, if any, for any breach of the SIP Program provisions of its Covered Contract, the SIP Rules and Regulations, or San Francisco Administrative Code Chapter 21F.

B. Subcontractors

Subcontractors may participate in the delivery of Social Impact Commitments. The Contractor, however, shall remain solely responsible for the performance of such Commitments. A Contractor may not condition a subcontract on participation in the SIP Program and cannot pass through the contractual obligation (or the cost) to perform Social Impact Commitments to a subcontractor, subconsultant, or vendor.

The Contractor may retain entities or individuals to assist in implementing its Social Impact Commitments so long as any cost incurred to pay those entities or individuals is not charged or otherwise passed through to the SFPUC.

C. Term of Commitment Delivery and Completion

The Contractor's Social Impact Commitments must be fulfilled during the term of the Covered Contract, or during the term specified in the Covered Contract for the delivery of Commitments.

Actions taken by the Contractor before the term of the Covered Contract begins or after it ends may not count towards the fulfillment of the Social Impact Commitments for that contract.

When the Contractor has demonstrated and the SFPUC has confirmed completion of each Social Impact Commitment, all SIP Program requirements under these Rules and Regulations and the SIP provisions of the Covered Contract shall be deemed satisfied. If Social Impact Commitments have been fulfilled and all of the required reporting and documentation has been submitted, the Contractor may request a closeout letter from the SFPUC. A closeout letter shall not excuse performance of additional Social Impact Commitments if the Covered Contract is increased as provided under Rule 4.4 of the SIP Rules and Regulations regarding Modifications.

D. Modifications

1. Contract Increases

When a SFPUC Covered Contract modification results in an increase of 10% or more of the original Covered Contract amount, the Contractor shall propose a proportional increase to its Social Impact Commitment(s) for the Covered Contract. Such increase shall be proportional to the increase in contract amount under the modification and shall not increase costs to the SFPUC. Approval of any such modification will be contingent on confirmation by the SFPUC that the Social Impact Commitment value is proportionate. The Contractor shall be obligated to deliver the proportionally increased Social Impact Commitment(s).

E. SIP Work Plans

Unless otherwise specified in the solicitation or Covered Contract, the Contractor must submit a proposed SIP Work Plan within 60 days of issuance of a Notice of Contract Award. The SFPUC and the Contractor will then meet and confer on the proposed SIP Work Plan and the SIP Program requirements. The SFPUC will use the final SIP Work Plan to assess progress on Social Impact Commitment delivery regularly throughout the term of the Covered Contract.

A SIP Work Plan shall include the following detailed information:

1. Social Impact Commitment Information

The Contractor shall identify the Commitment type and amount, the Beneficiary (see Rules 1.0 and 2.3), and the Program Area for each Social Impact Commitment and confirm that Contractor will perform its SIP obligations in the designated Geographic Area(s).

2. Performance Benchmark Information

The Contractor shall identify key benchmarks that align with the underlying technical Covered Contract schedule. Specifically, SIP Work Plan benchmarks shall detail how

the Contractor plans to be on track with Commitment delivery at 25%, 50%, 75%, and 100% of Covered Contract completion (defined as being within 10% of the progress and completion of the underlying contractual term).

3. Beneficiary Information

In its SIP Work Plan (and not in its SIP Proposal), the Contractor shall identify Beneficiary(ies) for each Social Impact Commitment by name and address.

Contractors must independently verify the following information about each Beneficiary:

1. Eligibility: (1) Confirmation of current 501(c)3 status by requesting a link to the organization's profile on the State Registry of Charitable Trusts and verifying that registry status is "current" or by receiving a copy of official State documentation providing current nonprofit status; or (2) confirmation of a public school through the California Department of Education website: <https://www.cde.ca.gov/schooldirectory>.
2. Program Area and Geographic Area: The Beneficiary provides services within the identified Program Area(s) and Geographic Area(s).
3. Independence: The Beneficiary is not owned, operated, or controlled by the Contractor or its subcontractor(s) or any respective officer or employee or Relative of an officer or employee.

The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity; (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or particular community that is the focus or target of the Social Impact Commitment; or (3) entity subject to an order of debarment or suspension under San Francisco Administrative Code Chapter 28.

A Beneficiary must be independent of the Contractor and its subcontractor(s) (at any tier) and their respective officers and employees. No Contractor or subcontractor officer or employee or Relative of an officer or employee may own, control, or manage a Beneficiary.

The SIP Work Plan shall obligate the Contractor to enter into memoranda of understanding with all Beneficiary(ies) that will receive \$10,000 or more in Social Impact Commitments. Each memorandum must specify the purpose of the contribution and require the Beneficiary to report to the Contractor on key performance indicators for the Social Impact Commitment.

F. Reporting

The Contractor must submit regular, bi-annual, SIP Program performance reports to the SFPUC. Reports must include a statement of compliance signed by an authorized representative of the Contractor indicating that the report is accurate and complete.

The Contractor shall submit all reports, required documentation, and details regarding key performance indicators to the SFPUC via the online portal: www.sfpuc.org/SIPreporting.

Substantiating Documentation. Further, the Contractor must submit documentation with its reports to substantiate that it delivered the Social Impact Commitments and any funds or volunteer hours associated therewith (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, proof of funds transfer, sign-in sheets for events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities).

The SFPUC will not accept reports submitted without substantiating documentation.

The Contractor must complete reporting at the end of each reporting period, including any period in which there are no activities. Failing to report and/or no response by the specified deadlines will be considered non-compliance and subject the Contractor to corrective action (see Rule 5 of the SIP Rules and Regulations regarding Enforcement).

The biannual reporting periods are as follows:

- Q1/Q2 Biannual Report for Social Impact Commitments delivered between July 1 to December 31, and all required documentation. Reporting deadline: January 31.
- Q3/Q4 Biannual Report for Social Impact Commitments delivered between January 1 to June 30, and all required documentation. Reporting deadline: July 31.

The Contractor will receive reminder emails from the SFPUC leading up to the biannual reporting deadlines, and after submission will receive a notification of receipt. Non-receipt of a reminder email will not excuse the Contractor from its Social Impact Commitment obligations.

The SFPUC will review all submitted reports and supporting documentation for completion and accuracy, and will contact the Contractor regarding any missing information or questions regarding its submissions.

The Contractor must notify the SFPUC of any staffing changes related to the Contractor's SIP Executive-in-Charge and the SIP Coordinator within 30 days of a staffing change.

G. Monitoring

The Contractor must cooperate fully with the SFPUC in monitoring and compliance activities regarding the Covered Contract.

The SFPUC will regularly monitor progress made on each SIP Covered Contract to ensure the delivery of Commitments are on track and within 10% of the progress and completion of the underlying contractual term.

The SFPUC shall provide the Contractor with biannual summaries of Commitment delivery to date, following each reporting period deadline.

The Contractor should confirm on the public [dashboard](#) that its performance and progress towards satisfying its Social Impact Commitments has been recorded accurately following bi-annual reporting.

The SFPUC shall issue a report for each Covered Contract before final payment is issued to confirm compliance with the Social Impact Commitments and contractual requirements.

The SFPUC reserves the right to verify documentation at any time, including contacting Beneficiaries to confirm receipt of Commitments.

5.2.12 CMD Forms

Provide the following completed CMD forms contained in CMD Attachment 6A (v. 7/1/2022) (included as Appendix F):

- Form 2A – CMD Contract Participation Form
- Form 2B – “Good Faith Efforts” Requirements Form
- Form 3 – CMD Compliance Affidavit
- Form 5 – CMD Employment Form

5.2.13 Other Required Forms

Provide the following completed forms:

- Other City Forms (see Section 10, Additional City Requirements, for more information):
 - Minimum Compensation Ordinance (MCO) Declaration (included as Appendix H)
 - Health Care Accountability Ordinance (HCAO) Declaration (included as Appendix I)
 - First Source Hiring Program Agreement (included as Appendix J)
- Release of Liability and Waiver (included as Appendix K)

6 Evaluation and Selection Criteria

This section describes the process for analyzing and evaluating proposals. SFPUC and CMD staff first perform an initial review of proposals as described in Section 6.1 below.

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 the Chapter 14B requirements, and responsiveness to the material terms and conditions of the Agreement (included as Appendix A).

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

Proposals that pass this initial review process will proceed to the overall evaluation process described in Section 6.2 below. The SFPUC will not include any proposal deemed non-responsive in the overall evaluation process.

6.2 Overall Evaluation Process

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

Technical Written Proposal	645
Technical Oral Interview	350
DEI Submittal	5
TOTAL	1,000
SIP Proposal (potential SIP bonus points)	49.75
TOTAL with SIP Bonus Points	1,049.75

The maximum total score for the overall evaluation process will be **1,000 points** plus bonus points. The SFPUC may award SIP bonus points up to a maximum of 5% of the underlying technical portion of the Solicitation.

The assigned CMD Contract Compliance Officer will assess proposal compliance with the Chapter 14B requirements and assign a rating bonus at each eligible evaluation stage, if applicable.

The SFPUC will distribute responsive proposals that meet all of the minimum qualification requirements to the Technical Panel for evaluation. 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 other public entities. A separate panel (“SIP Panel”) will evaluate any voluntary SIP Proposals (see Section 6.2.5). The SFPUC will not include staff closely involved with the preparation of this RFP and the development of the scope of services on any panel.

Proposers must obtain a minimum score of 387 points, which is equivalent to 60% of the maximum available points for the technical written proposal (first phase of the evaluation process), to be considered for a panel interview (second phase of the evaluation process). A score greater than 387 points on the technical written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top-three-ranked Proposers will be short-listed to continue with oral interviews.

6.2.1 Technical Written Proposal Evaluation

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

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Qualifications	4.1, 4.2, and 5.2.3	80
Key Team Member Qualifications	4.3, 5.2.3, and 5.2.6	100
Lead Team Member Qualifications	4.4 and 5.2.3	190
Reference Projects	5.2.4	100
Work Approach	5.2.5	150
Team Organizational Chart	5.2.7	25
TOTAL POINTS		645

The assigned CMD Contract Compliance Officer will assign a rating bonus to the technical written proposal score, if applicable.

The SFPUC will tabulate the technical written proposal scores, or CMD-adjusted technical 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.

6.2.2 Oral Interview Evaluation

The Technical Panel will hold oral interviews with the short-listed Proposers. The SFPUC will send a letter to all short-listed Proposers regarding the format of the interview, the scoring criteria to be used during the interview, and the composition of the Proposer team to participate in the interview. The SFPUC reserves the right to limit participation in the panel interviews to Proposers' Key/Lead Team Members and to exclude, for example, subcontractors on multiple teams, or individuals not listed in the technical written proposal. The SFPUC also reserves the right to disallow substitution of team members invited to participate in the oral interviews.

The oral interview evaluation process may include (and be scored based on) either or both (1) a presentation, and (2) interview questions from the Technical Panel. The same set of interview questions will be used for all Proposers. Proposers may also be scored on follow-up questions if the panel finds that clarification of Proposer's responses is necessary.

The Technical Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses. The CMD Contract Compliance Officer will assign a rating bonus to the oral interview score, if applicable. The SFPUC will then tabulate the oral interview scores, or CMD-adjusted oral interview scores (if applicable).

6.2.3 DEI Submittal Evaluation

If submitted, the SFPUC will not qualitatively score the DEI plan. However, Proposers may receive points in the evaluation process for submission of a plan as outlined in Section 6.2, Overall Evaluation Process.

6.2.4 SIP Evaluation and Scoring Process

Proposers that wish to participate in the SIP Program must provide a SIP Proposal on the SIP Proposal Response Form, located in Appendix D. Participation in the SIP Program by submission of a SIP Proposal constitutes Proposer's acknowledgement and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract. If a Proposer does not follow these submission requirements, the SFPUC may deem such SIP Proposal non-responsive.

SFPUC SIP staff will confirm that the Proposed Commitment type and amount conform to the requirements of this RFP; that each Proposed Commitment is within a Program Area; that each Proposed Commitment is within the Geographic Area(s) specified in this RFP; and that Proposer has identified a SIP Executive-in-Charge and a SIP Coordinator (compliant Proposed Commitment). Only a compliant Proposed Commitment is eligible for evaluation and application of the SIP bonus. Staff, acting as a selection panel, will assign a Commitment value to each compliant Proposed Commitment, calculated as total Direct Financial Contributions plus total Volunteer Hours (at a rate of \$150/hour). The SFPUC will assign a total Commitment value to each SIP Proposal.

The SFPUC will not include non-compliant Proposed Commitments or portions of Proposed Commitments in the evaluation or the calculation of Commitment values. Notwithstanding, the SFPUC reserves the right in its sole discretion to waive nonmaterial defects in a SIP Proposal.

Proposers shall not add any language conditioning the delivery of its Social Impact Commitments. Proposed Social Impact Commitments unequivocally bind the Contractor to its Social Impact Commitments. If a Proposer includes language conditioning delivery of its Social Impact Commitments in its SIP Proposal Form, the SFPUC will deem the SIP Proposal non-compliant, and Proposer will not be eligible to receive any SIP bonus points.

A. Evaluation Panel

To evaluate each SIP Proposal's response to the criteria set forth in Sections 5.2.11.2(E)-(H) above, the SFPUC will assemble an evaluation panel. The evaluation panel will score each SIP Proposal's response to the evaluation criteria with bonus points awarded as described below.

B. Application of Bonus

The SIP bonus for this RFP will be up to 5% of the total points allocated to the underlying technical portion of this RFP. Of this 5%, the SFPUC will allocate:

- up to 3% (i.e., 60% of the possible SIP bonus points) for a SIP Proposal's **Commitment value**, and
- up to 2% (i.e., 40% of the possible SIP bonus points) based on the evaluation panel's scores on the SIP Proposal's response to the specified **Evaluation Criteria**.

C. Commitment Value

The SIP Proposal with the total highest Commitment value will receive the maximum available portion of the SIP Bonus points for Commitment value. SIP Proposals with lower total Commitment values will receive a bonus prorated in comparison to the Proposal with the highest Commitment value. For example:

SIP Proposals Submitted By 3 Proposers (A, B, and C)	Proposer A: Proposes 3,000 Volunteer Hours and \$550,000 in Direct Financial Contributions	Proposer B: Proposes \$500,000 in Direct Financial Contributions	Proposer C: No SIP Proposal Submitted
Calculation of Social Impact Commitment Value	3,000 Hours x \$150/Hour = \$450,000 Value + \$550,000 Direct Financial Contributions Value	0 Volunteer Hours + \$500,000 Direct Financial Contributions Value	0 Volunteer Hours + \$0 Financial Contributions

Total Value of Proposed Social Impact Commitments	\$1,000,000	\$500,000	\$0
Pro-Rated SIP Bonus (up to maximum 3% of the total points allocated to the underlying technical portion of this RFP)	3% of the total points allocated to the technical portion of the Solicitation	1.5% of the total points allocated to the technical portion of the Solicitation	0% of the total points allocated to the technical portion of the Solicitation
Using Hypothetical Scenario Where 100 Total Points Are Allocated to the Underlying Technical Portion of the Solicitation, Number of SIP Bonus Points that Would be Added to Each Proposer's Underlying Technical Score (Which is Separately Evaluated)	3	1.5	0

Evaluation Criteria

For the Evaluation Criteria described in paragraphs 5.2.11.2.E-H, the bonus score points for Evaluation Criteria will be up to 2% of the total points. The up to 2% (40% of the SIP bonus points) will be allocated amongst the Evaluation Criteria (described more fully in paragraphs 5.2.11.2.E-H) as follows:

1. Social Impact Work Experience – 0.75% (15% of the total SIP bonus points)
2. Alignment with Specified Program Area(s) and/or Geographic Area – 0.25% (5% of the total SIP bonus points)
3. Approach – 0.50% (10% of total SIP bonus points)
4. Systems, Processes and Documentation – 0.50% (10% of total SIP bonus points)

6.3 Final Scoring

The SFPUC will tabulate the evaluation scores for the technical written proposal, DEI submittal, oral interview, and any SIP bonus points, including any applicable CMD rating bonuses, 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. The 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. The SFPUC will not negotiate the standard terms of the Agreement. By submitting a proposal, Proposer accepts the standard terms of the Agreement and will not seek to propose negotiation of any of its terms.

7.2 Agreement Preparation

The SFPUC, at its sole discretion, may invite the highest-ranked Proposer to negotiate the proposed OPR, billing rates, and staffing listed in the submitted OPS. The SFPUC reserves the right to proceed to negotiation with the next highest-ranked Proposer if the SFPUC does not reach an agreement with that Proposer.

If the parties reach an agreement in principle, the 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 BOS pursuant to San Francisco Charter Section 9.118.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two weeks of the date of the BOS's approval of the SFPUC Commission's authorization to execute the Agreement may result in the SFPUC 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.

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

7.3 Agreement Administration

The SFPUC may direct the Contractor to perform work 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 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.

In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no

contract in excess of \$200,000 is awarded by the City until such time as the SFPUC General Manager recommends the contract award and the SFPUC Commission then adopts a resolution awarding the contract.

8 Terms and Conditions for Receipt of Proposals

8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers must notify the SFPUC promptly, 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 below. The City is not obligated to issue addenda in response to any request submitted after the Deadline for Proposers to Submit Questions (see RFP Section 1.2).

8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be submitted in writing via the [SFBid website](#). The SFPUC will memorialize any substantive replies in written addenda to be made part of this RFP. The SFPUC will post all addenda on the SFBid website. This RFP will only be governed by information provided through written addenda. The SFPUC is not obligated to accept any questions or requests for interpretation, with the exception of CMD or City contracting inquiries, after the Deadline for Proposers to Submit Questions (see RFP Section 1.2), however Proposers may still deliver via email to CAB@sfgwater.org.

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 <https://sf.gov/departments/contract-monitoring-division>.

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 interpretations of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. The SFPUC will post change notices in the form of addenda 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 submission deadline 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: (1) the RFP is unlawful in whole or in part; (2) one or more of the requirements of the RFP is onerous, unfair or unclear; (3) the structure of the RFP does not provide a correct or optimal process for the solicitation of the services; (4) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (5) 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. The City must receive any objection in writing no later than 5:00 PM on the 10th working date prior to the proposal submission deadline (as that deadline may be adjusted by addenda). If an objection is mailed, the prospective Proposer bears the risk of non-delivery within the required time period. Proposers must transmit objections by a means that will objectively establish the date and time of receipt by the City. The City will not consider any objections or notices of objections delivered orally (e.g., by telephone).

B. Proposers must deliver any objections to cab@sfgwater.org and mng@sfgwater.org.

Subject: **PUC.PRO.0205 Water Capital Program Management Contract**

C. Any objection must 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 must 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 that 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 decide not to 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 that submitted the objection. If required, the City may extend the proposal submission deadline to allow sufficient time to review and investigate the objection and issue addenda to incorporate any necessary changes to the RFP.

- F. The City will consider only objections received within the time and manner specified. 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 submission deadline, and that the City may accept the offer at any time after submission through the end of the 120th calendar day following the proposal submission deadline; 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 proposal submission deadline. 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 submission deadline.

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

A Proposer may withdraw its 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 ahead of the proposal submission 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: (1) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (2) 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:

- 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.
- 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.
- 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 RFPs 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 section 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:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Award fewer than the anticipated number of Agreements;
- Reissue an RFP;
- Prior to the proposal submission deadline, 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;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- 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 CMD Requirements

9.1 Chapter 14B LBE Subcontracting Participation and Good Faith Efforts Requirements

The requirements of the Local Business Enterprise Utilization 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 Subcontracting Participation Requirements

15%

The LBE subcontracting participation requirement is 15% of the total value of services to be procured and can only be met with CMD-certified San Francisco LBE firms (Micro and/or Small) and/or PUC- LBE firms. The LBE subcontracting participation requirement is under 20% for the following reasons:

The general overview of this contract work is to provide programmatic management services in support of effectively and efficiently delivering infrastructure improvement projects in the Water Enterprise’s 10-Year Capital Plan. This contract requires high-level expertise and global and/or national experience managing large capital programs (greater or equal to \$500 million in value) for water or wastewater utilities. While smaller LBE firms can support some of the project-specific tasks or sub-tasks under the contract, the primary focus is program-level oversight that most LBE firms do not have the qualifications or experience to perform. After careful consideration of the scope of work and tasks or sub-tasks that the LBE firms may be qualified to support, the LBE subcontracting participation requirement is set accordingly.

The availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), and Other Business Enterprises (OBE) to perform subcontracting work on the project is as follows:

Small-LBE/Micro-LBE subcontractor participation breakdown:

MBE: 6.2%; WBE: 3.7%; OBE: 5.1%

An LBE subcontractor must be certified by CMD in the scope of services that the Proposer is listing the LBE subcontractor to perform in order to receive LBE participation credit. Proposers are responsible for verifying each LBE subcontractor’s certification status, which can be done at the following link: <https://sf.gov/departments/contract-monitoring-division>. LBEs must be certified on the proposal due date to receive LBE participation credit.

Proposers are further advised that they may not discriminate in the selection of subcontractors on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all

required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

Proposer must comply with all requirements of the LBE Ordinance and CMD Attachment 6A (v. 7/1/2022) (included as Appendix F). Read CMD Attachment 6A carefully in its entirety.

Each Proposer must demonstrate in its proposal that it has used good-faith efforts to select LBE subcontractors as set forth in San Francisco Administrative Code Sections 14B.8 and 14B.9, and Chapter 14B's Rules and Regulations and shall identify the particular LBE subcontractors solicited and selected to be used in performing the Agreement. For each LBE identified as a subcontractor, the proposal must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as subcontractors must be certified with CMD at the time the proposal is submitted, and must be contacted by the Proposer prior to listing them as subcontractors in the proposal. Any proposal that does not meet the requirements of this section may be non-responsive.

In accordance with San Francisco Administrative Code Section 14B.8(B), for the Proposer to be exempt from meeting the Good Faith Efforts requirements described in PART IV in CMD Attachment 6A, the total amount of LBE participation must equal or exceed 20.25% (this percentage is the sum of the LBE subcontracting participation requirement(s) plus the 35% good faith exemption percentage).

The City will deem proposals that fail to comply with the material requirements of San Francisco Administrative Code Sections 14B.8 and 14B.9, CMD Attachment 6A, and this RFP, as non-responsive. During the term of the Agreement, any failure to comply with the level of LBE subcontractor participation specified in the Agreement shall be deemed a material breach of contract. The SFPUC will incorporate the LBE subcontracting participation percentage(s) listed on Proposer's CMD Form 2A (the CMD Contract Participation Form) into the Agreement.

Direct Reimbursable Costs

For any direct reimbursable expenses/items, CMD will review and determine whether it is eligible for LBE subcontracting participation credit.

9.1.2 LBE Prime/JV Participation

LBE Rating Bonuses

Rating bonus for LBEs do not apply to contracts estimated by the SFPUC to exceed \$20,000,000.

9.1.3 CMD Forms

Proposals must include the following CMD forms contained in CMD Attachment 6A (v. 7/1/2022):

- Form 2A – CMD Contract Participation Form
- Form 2B – “Good Faith Efforts” Requirements Form
- Form 3 – CMD Compliance Affidavit
- Form 5 – CMD Employment Form

Failure to complete, sign, and submit each of the required CMD forms with the proposal may result in the proposal being deemed non-responsive and rejected. Direct all inquiries concerning the Chapter 14B requirements to Jason Chow, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-3103 or Jason.Chow@sfgov.org.

The City strongly encourages proposals from qualified LBEs. For questions concerning becoming certified as an LBE, call (415) 581-2310 or visit the CMD website at <https://sf.gov/departments/contract-monitoring-division>.

9.2 Labor and Employment Code Article 131 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. On October 24, 2023, the Board of Supervisors passed an ordinance establishing a [new Labor and Employment Code](#) to better organize San Francisco’s various employment and labor laws. Through this ordinance, which is operative as of January 4, 2024, a number of the City’s contracting provisions have been redesignated in a new Labor and Employment Code. However, this redesignation did not change the substance or meaning of the provisions; it has simply changed where the provisions can be found and how they are referred to. For example, the Equal Benefits Ordinance, formerly 12B, is now Article 131 of the Labor and Employment Code. However, substantively, it is not difference than when it was 12B. Proposers should establish compliance with Article 131 before execution of the Agreement if not already compliant. Important: 131/12B Declarations must be submitted online through the City’s supplier portal. 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 Unit at (415) 581-2310 or by visiting the CMD website at <https://sf.gov/departments/contract-monitoring-division>.

The selected Proposer must be in compliance with the Equal Benefits Provisions of Article 131 of the San Francisco Labor and Employment Code either at the time of contract award or within two

weeks of the date of the SFPUC Commission's authorization to award; failure of the selected Proposer to obtain compliance certification from CMD may, in the SFPUC General Manager's sole discretion, result in award of the Agreement to the next highest-ranked Proposer or in re-advertising and re-selecting contractors at the discretion of the City.

See Chapter 12B Equal Benefits Complete Compliance Guide, included as Appendix H, for more information. For questions concerning the Chapter 12B Equal Benefits Compliance, 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 (included as Appendix A), the Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- **Commercial General Liability Insurance** with limits not less than \$10,000,000 per each occurrence and \$20,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- **Commercial Automobile Liability Insurance** with limits not less than \$2,000,000 per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
- **Worker's Compensation Insurance** with Employer's Liability limits not less than \$1,000,000 in statutory amounts, per each accident, injury, or illness.
- **Professional Liability Insurance**, applicable to Proposer's profession, with limits not less than \$10,000,000 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:

- Name as Additional Insured the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees; and
- 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 affect this waiver of subrogation. The Workers' Compensation policy must 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 must provide 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 of the Agreement.

Should any of the required insurance be provided under a claims-made form, Contractor must 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 Agreement 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, the City shall not be obligated to process Contractor's requests for payments originating after such lapse until the City receives satisfactory evidence of reinstated coverage as required by the Agreement, effective as of the lapse date. If Contractor does not reinstate the lapsed insurance, 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 must furnish to the 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 the City shall not relieve or decrease the liability of the Contractor hereunder. If Contractor seeks to use a subcontractor to complete any portion of the Agreement obligations, Contractor shall ensure that the subcontractor provides all necessary insurance naming the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Contractor listed as additional insureds.

10.2 Standard Agreement

The Contractor must enter into a contract, 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 San Francisco 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 Agreement.

10.3 Nondiscrimination in Contracts and Benefits

As outlined above, the Contractor must agree to comply fully with and be bound by the provisions

of Article 131 and 132 of the San Francisco Labor and Employment Code (formerly Administrative Code Chapters 12B and 12C). Generally, Article 131 prohibits 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. The Article 132 requires nondiscrimination in contracts in public accommodation. Additional information on Articles 131 and 132 (formerly Administrative Code Chapters 12B and 12C) is available on the CMD website at <https://sf.gov/departments/contract-monitoring-division>.

10.4 Minimum Compensation Ordinance for Employees

The Contractor must agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Labor and Employment Code Article 111 (formerly 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 1st of each year and that contractors must 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

The Contractor must agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Labor and Employment Code Article 121 (formerly Administrative Code Chapter 12Q). Contractors should consult the Labor and Employment 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

If the contract is for more than \$50,000, the First Source Hiring Program (San Francisco Administrative 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 Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the First Source Hiring Program is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator at

(415) 701-4848.

10.7 City Vendor and Subcontractor Registration

The 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. Note: The City also requires all subcontractors working under the Contractor to register with the City’s financial and procurement system. However, subcontractors are not required to be compliant with the City’s vendor requirements.

Visit 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 No. 345-88, all vendors conducting business with the City must maintain a valid business tax registration number. An Agreement 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 at <https://newbusiness.sfgov.org/vendor/>.

10.9 Conflicts of Interest

The Contractor must agree to comply fully with and be bound by all 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 Chapter 14B Reporting Requirements

The Contractor must submit all required payment information using the City’s online financial and procurement system as required by CMD to enable the City to monitor the Contractor’s compliance with the LBE subcontracting commitments. The Contractor must include its LBE

subcontractor's approved payment requests in any payment application to the City within 30 days of receiving an invoice from an LBE subcontractor. The Contractor shall pay its LBE subcontractors within three 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 financial and procurement system with each payment request may result in the City 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, the Contractor has 10 calendar days to acknowledge all subcontractors have been paid in the online financial and procurement system.

10.11 Prevailing Wage

The project is subject to compliance monitoring and enforcement of prevailing wage requirements by the California Department of Industrial Relations (DIR) and the San Francisco Office of Labor Standards Enforcement. No contractor or subcontractor may be listed in a bid for a public works project and no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR per California Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under California Labor Code Section 1771.1(a)].

10.12 Nonprofit Compliance with California Attorney General Registry of Charitable Trusts

To receive a contract under this RFP, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the Agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the Agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the California Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the Agreement.

10.13 Cybersecurity Risk Assessment

As part of the City's evaluation process, the City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing the City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, the City may collect as part of this solicitation process one of the following two

reports:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; **OR**
2. **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time the City has selected or is considering a potential Proposer. The reports will be evaluated by the SFPUC and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, the City may afford a potential Proposer the opportunity to cure such risk within a period of time deemed reasonable to the City. Such remediation and continuing compliance shall be subject to the City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

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 review of 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 (e.g., fails to meet minimum qualification 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 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 PM on or before the fifth 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 laws, rules, local ordinances, procedures, and/or RFP provisions 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 that 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 decide not to 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 that submitted the protest.

The City will consider only protests 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 working days of the SFPUC's posting of the results, 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 laws, rules, local ordinances, procedures, and/or RFP provisions 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 prior to 5:00 PM on or before the fifth working day following the SFPUC's posting of the results.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer that 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 decide not to 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 that submitted the protest.

The City will consider only protests received within the time and manner specified. If a Proposer does not protest the SFPUC's posting of the results within the time and in the manner specified, above, then the City's selection will become final and Staff may proceed to recommend the highest-ranked Proposer for award by the SFPUC Commission. 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 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. Proposers must transmit protests by a means that will objectively establish the date and time of receipt by the City. The City will not consider any protests or notices of protests made orally (e.g., by telephone).

Proposers must deliver any protests to cab@sfwater.org and mng@sfwater.org.

Subject: **PUC.PRO.0205** Water Capital Program Management Contract

12 Conflict of Interest

The Contractor must 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 San Francisco Charter, Article III, Chapter 2 of the San Francisco 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 Contractor must 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 Contractor might be deemed contractors under state and local conflict of interest laws. If so, such individuals must 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 Contractor that the City has selected the Proposer.

12.1 Obligations

It is the obligation of the Proposer as well as its subcontractors 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, subcontractors 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. Upon request, we can provide records concerning work performed by various subcontractors to assist Proposers in their own evaluation of potential conflicts. But 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.

1. **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.
2. **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 or construction phase of any project. A consulting firm participating in project specific agreements for construction management services may also provide program management services, but the SFPUC will prevent the program management consultant from any oversight or review of its CM services in any part of the CIP, or any ability to confer a competitive advantage regarding its pursuit of project specific construction management contracts.
3. **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.
4. **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.
5. **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.
6. **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.

7. **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 the SFPUC can review any of its own work performed under another contract. Conflicts would likely arise if any firm participated in preparing either the final engineering design, any documents enumerated in a contract for construction, or 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.
8. **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.
9. **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.
10. **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.
11. **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 Proposer or JV Partner on more than one proposing team. In addition, if a designated Prime Proposer or JV Partner (Lead or Non-Lead) intends to be listed as a subcontractor on a competing proposal, the Prime Proposer or JV Partner must fully disclose such intent to the affected parties 30 days prior to the proposal submission deadline. Failure to comply with these restrictions may result in the rejection of one or more affected proposals. A Prime Proposer or JV Partner cannot participate in more than one interview.

12.4 Potential Actions by SFPUC and Contractor to Prevent Conflict of Interest

If, after the selection process is completed, the highest scoring qualified proposing team

(Proposer) has concern that a potential conflict of interest may occur due to Proposer's past or currently occurring project work with the SFPUC, the Proposer shall present the concern and potential conflict of interest to the SFPUC. For potential conflicts identified by the Proposer or identified by the SFPUC, the SFPUC may elect to perform one of the following actions at its discretion to avoid a conflict of interest, ideally in the following order of SFPUC's discretionary preference:

- 1) Exclude the project(s) where a conflict of interest may occur (such as a project where the Proposer is performing or has performed final design) from any technical oversight under the PMC PRO.0205;
- 2) Request that the proposing team that has an existing contract that may be in conflict with the PMC (such as a final design contract) to affect a novation of the remaining work on the existing contract to a qualified subconsultant already on the existing contract, under which the subcontractor would assume a direct contractual relationship with the SFPUC, and the PMC would not provide oversight of that work;
- 3) Terminate the existing contract that may be in conflict with the PMC for convenience, and the SFPUC will re-bid, or assign the work to a different contract with similar scope and qualification requirements, at the SFPUC's discretion, in order to avoid the conflict of interest.

Note that the following scopes of work under this PMC are programmatic in nature and not likely to result in a conflict:

- Task 1 Program Administration
- Task 2 Strategic Capital Planning

However, PMC scopes of work that are more project-related or may drive project-specific design requirements may include tasks performed under the following:

- Task 3 Program Delivery – project-specific work such as project risk management plans; project-specific Quality Control; cost estimating;
- Task 4 – Project Technical Support – project-specific tasks; technical analysis, modeling, and evaluations that may drive project requirements.

After award of PRO.0205 PMC until contract expiration, the awarded Prime Contractor and/or JV Partner will be prohibited from proposing on future final design and other contracts that would or might present a conflict of interest with PRO.0205. Subcontractors may need to evaluate whether a conflict of interest exists on a case-by-case basis depending on their work under the PMC and the future work they wish to propose on.

It is the responsibility of the highest scoring qualified proposing team to bring any and all potential conflicts of interest to the SFPUC's attention. This guidance does not constitute legal advice; the Proposer should consult with its legal counsel to determine whether a potential conflict exists.

By proposing on this PMC PRO.0205, the proposing/bidding team and all its entities agree to the above conditions.

12.5 Consultation with Counsel

The SFPUC strongly advises any proposing firm to consult with their legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing 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
AGM	Assistant General Manager
AOBS.....	Asset On-Boarding Specialist
AWS.....	Alternative Water Supply
BIM	Building Information Modeling
BOS.....	Board of Supervisors
CAB.....	Contract Administration Bureau
CCM.....	Contractor Construction Manager
CDD.....	City Distribution Division
CEQA	California Environmental Quality Act
CFD	Computational Fluid Dynamics
CM	Construction Management
CM/GC.....	Construction Manager/General Contractor
CMB.....	Construction Management Bureau
CMD.....	Contract Monitoring Division
CMIS	Construction Management Information System
CPE	Consultant Performance Evaluation
CPI	Consumer Price Index
CPM.....	Critical Path Method
CRA.....	Cybersecurity Risk Assessment
DEI	Diversity, Equity, and Inclusion
DEM.....	Dams Engineering Manager
DPMA	Deputy Program Management Advisor
EIR	Environmental Impact Report
EMB.....	Engineering Management Bureau
EMG.....	Environmental Management Group
EOPR.....	Effective Overhead and Profit Rate
GEM.....	Geotechnical Engineering Manager
HCAO	Health Care Accountability Ordinance

HCIPHetch Hetchy Capital Improvement Program
 HEM.....Hydropower Engineering Manager
 HHWP.....Hetch Hetchy Water and Power
 ICCInternational Code Council
 IRSInternal Revenue Service
 JVJoint Venture
 LBE.....Local Business Enterprise
 LCE.....Lead Cost Estimator
 LOSLevel of Service
 MCOMinimum Compensation Ordinance
 mgdmillion gallons per day
 NCANotice of Contract Award
 NRLMD.....Natural Resources and Land Management Division
 NTPNotice to Proceed
 O&M.....Operations & Maintenance
 ODCOther Direct Cost
 OPR.....Overhead and Profit Rate
 OPSOverhead and Profit Schedule
 PAB.....Project Administration Bureau
 PCTAPre-Construction Technical Advisor
 PEMProcess Engineering Manager
 PLAProject Labor Agreement
 PMA.....Program Management Advisor
 PMB.....Project Management Bureau
 PMPProject Management Professional
 PQAMProgram Quality Assurance Manager
 REPRacial Equity Plan
 RFIRequest for Information
 RFPRequest for Proposals
 SEMSystems Engineering Manager
 SFPUCSan Francisco Public Utilities Commission

SIPSocial Impact Partnership
SOPStandard Operating Procedure
VFDVariable Frequency Drive
WECIPWater Enterprise Capital Improvement Program
WBSWork Breakdown Structure
WECIPWater Enterprise Capital Improvement Program
WQD.....Water Quality Division
WRDWater Resources Division
WSIPWater System Improvement Program
WSTD.....Water Supply and Treatment Division

14 List of Appendices

- A. Professional Services Agreement (P-606)
- B. Overhead and Profit Schedule Template (Excel file) Rev. 1
- C. Background Documents Rev. 1
 - C1. ~~PRO.0205 Confidentiality Agreement~~
 - C2. 2022 State of the Regional Water System Report
 - C3. 2019 Report on the State of the Local Water System
 - C4a. Amended and Updated Water System LOS Goals and Objectives Nov 2023
 - C4b. Comparison of 2023 Water LOS Goals and Objectives to 2008 Version
 - C5. Agenda Item 4a at the January 29th Special Budget Hearing
 - C6. AWS Quarterly Report June 2023
 - C7. Calaveras Dam Raise Feasibility Study (AECOM 2020)
 - C.8 Calaveras Reservoir Conveyance System Feasibility Study (Kennedy Jenks 2022)
- D. Social Impact Partnership Proposal Form Rev. 1
- E. Proposer Commitment Matrix (Excel file)
- F. Contract Monitoring Division Forms - Attachment 6A
- G. Chapter 12B Equal Benefits Complete Compliance Guide
- H. Minimum Compensation Ordinance (MCO) Declaration
- I. Health Care Accountability Ordinance (HCAO) Declaration
- J. First Source Hiring Program Agreement
- K. Release of Liability and Waiver
- L. Consultant Performance Evaluation Procedure