
Request for Proposals:

As-Needed Environmental Review

Agreement No. PUC.PRO.0333

RFP Advertisement Date:

11/21/2025



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

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1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco (“City”), seeks to retain the services of up to five (5) qualified Proposers¹ to assist the SFPUC with as-needed environmental analyses, studies, and reports; preparing resource agency documents/permit applications; environmental compliance support during construction; and providing specialized natural resource and other environmental expertise in support of Water, Wastewater, and Power Enterprise capital projects. The selected Proposers may also be called upon to provide other related environmental services during the term of the Professional Services Agreement (Agreement). Such services could include environmentally-related specialized services at the SFPUC’s discretion. The term Proposer shall refer to any legal entity(ies) submitting a proposal in response to this Request for Proposals (RFP). Proposers responding to this RFP must have proven expertise and extensive experience in conducting environmental analyses, surveys and reports required by California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), preparing resource agency documents/permit applications, and performing environmental inspections and monitoring during construction.

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

Number of Agreements to be Awarded: Up to 5

Agreement Amount: \$15,000,000.00 each Agreement

Agreement Duration: 7 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 12 years (or 144 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.

1.2 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	11/21/2025
Pre-Submittal Conference.....	12/4/2025
Deadline for Proposers to Submit Questions	12/11/2025
Deadline for Proposers to Submit Proposals.....	1/8/2026 at 11 AM PST
Posting of Proposer Ranking.....	2/20/2026
Public Utilities Commission Authorization to Execute Agreement	3/24/2026
Board of Supervisor's Approval	5/11/2026
Notice of Award of Agreement.....	6/12/2026

Note: Dates are subject to change. Please visit SFBid for updates. In the event there is a conflict between SFBid and RFP, the RFP supersedes.

1.3 Pre-Submittal Conference

Pre-submittal conference information:

Date: 12/4/2025

Time: 11:00 AM

Location:

<https://sfwater.zoom.us/j/89608788498?pwd=iCd0dc4OB5rCg4x2Ma0ucwNJAeZtXB.1&from=adon>

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 Prime Proposer’s attendance at the pre-submittal conference. If

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

1.4 Requests for Information and Addenda/Change Notices

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be submitted in writing 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 encourages proposals that commit not only to optimize the use of Micro-LBE and Small-LBE firms but also 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 Public Utilities Commission 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's encouragement to submit an optional Diversity, Equity, and Inclusion (DEI) or Racial Equity plan 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.

Proposers should not submit, and the City will not consider, any demographic data about the racial, ethnic, gender, sexual orientation, or national origin makeup of Proposer's staff, leadership, and/or board of directors.

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. This limitation on communications continues during any rebid of this RFP, including the period between rejection of bids and readvertisement.

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 Social Impact Partnership Program (SIP). Participation in the SIP Program by submission of a SIP Proposal and incorporation of Social Impact Commitments in a Covered Contract constitutes 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. It is not a requirement to propose on this RFP, but it provides the possibility of earning extra points in the evaluation process. 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 and/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 5.2.10. The proposed Social Impact Commitments 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, solar, renewable, and carbon free power and storage 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 transmission, treatment, storage, and distribution of potable water to San Francisco’s wholesale and retail customers.
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 legislative affairs, internal policy, 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 Public Utilities Commission 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://www.sfpuc.gov/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 Public Utilities Commission 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://www.sfpuc.gov/sites/default/files/about-us/policies-reports/CommunityBenefits%20Policy_JAN2011.pdf.

C. Technology Policy

On September 11, 2012, by Resolution No. 12-0165, the Public Utilities Commission 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=SFUC&doc=1180599&data=454530615>.

D. Racial Justice Policy

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

2.3 Infrastructure Division

The SFPUC's Infrastructure Division is responsible for delivering capital improvement programs and projects and for providing staffing resources for these programs and projects.

The Infrastructure Division is organized into operations and programs.

- Operations include the following sections:
 - Construction Management Bureau (CMB),
 - Engineering Management Bureau (EMB),
 - Environmental Management Group (EMG),
 - Project Management Bureau (PMB), and
 - Project Administration Bureau (PAB).

- Programs consist of the following SFPUC capital improvement programs:
 - Sewer System Improvement Program (SSIP) and 10-Year Wastewater Enterprise Capital Program,
 - Water System Improvement Program (WSIP) and 10-Year Water Enterprise Capital Program,
 - Hetch Hetchy Capital Improvement Program,
 - Emergency Firefighting Water System Program, and
 - Water and Wastewater Renewal and Replacement Programs.

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 to provide as-needed environmental analyses, studies, and reports required by CEQA and NEPA; preparing resource agency documents and permit applications; perform environmental inspection and monitoring services for compliance support during construction; and providing specialized natural resource and other environmental expertise in support of Water, Wastewater, and Power Enterprise capital projects. The Proposer may also be called upon to provide other related environmental services during the term of the Agreement.

Future projects that will require CEQA/NEPA review, resource agency permitting, and environmental construction compliance work could include the following types of projects: water infrastructure such as dams, reservoirs, treatment, pump stations, conveyance systems, bridges, and new water supply projects; wastewater projects including treatment, collection, distribution, stormwater improvement, green infrastructure; and power infrastructure projects such as transmission and distribution lines and substations.

Many of the projects will need specialized services in the relevant resource areas such as surveys and analyses in biology, cultural resources including the facilitation of Native American tribal monitoring services, mitigation credit purchasing as required by regulatory agency permits, water quality, air quality, noise, and others. The selected Proposers will work under the direction of the Environmental Project Managers, Permitting Managers, and Environmental Construction Compliance Managers in the SFPUC EMG.

SFPUC EMG, in coordination with the San Francisco Planning Department Environmental Planning Division (EP) for CEQA documents, will manage the contract, direct Contractor activities, provide access to facilities and records, coordinate meetings with Contractor personnel and others, and review and comment on work deliverables. The SFPUC will review invoices and submit requests for payment based on measured progress for each approved task order.

Contractors must provide high quality and timely services and deliverables, as agreed-upon with EMG representatives and EP for CEQA documents; all work will be authorized through SFPUC approved task orders. Contractors will coordinate their efforts with EMG to obtain the necessary information for contract performance, including environmental surveys, studies, reports or other activities and associated deliverables. Each firm must identify one individual to act as Contract

Manager throughout the period of the contract to coordinate the work tasks, manage the contract, ensure quality and timeliness of work products, and be the principal contact for SFPUC staff. Contractors, at the discretion of EMG, shall be required to report progress on task orders on a bi-monthly or monthly basis.

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

1. PROVIDE ENVIRONMENTAL ANALYSES DOCUMENTS FOR CEQA AND NEPA AND SUPPORTING STUDIES
2. PREPARE RESOURCE AGENCY PERMIT APPLICATIONS AND SUPPORTING DOCUMENTS
3. PROVIDE ENVIRONMENTAL CONSTRUCTION COMPLIANCE SERVICES

For more information on the services provided by EMG and potential work to be performed by EMG contractors, please refer to Appendix N, "SFPUC Environmental Workshop Materials from May 22, 2025."

3.2 Agreement Term and Schedule

The Agreement will have a duration of 7 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 5 years, for a total of 12 years (or 144 months) (subject to Board of Supervisors' approval for any duration in excess of 10 years).

3.3 Detailed Description of Tasks

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

TASK 1: PROVIDE ENVIRONMENTAL ANALYSES DOCUMENTS FOR CEQA AND NEPA AND SUPPORTING STUDIES

Provide environmental documents such as Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs) required by CEQA and NEPA, including public outreach, and support the SFPUC EMG and the Environmental Planning Division of the San Francisco Planning Department.

Provide specialized biological resources, cultural resources, and other environmental resource expertise services, research, reports and recommendations. Projects may require specialization in any of the following: water quality, air quality, health risk assessments for air emissions, noise and vibration studies, impacts and mitigation, aesthetics evaluations/visual simulations,

land use, recreation, biological assessments, terrestrial and fisheries biology (including anadromous fish), hydrogeology, hydrology, geology, water resources and water quality, tribal cultural resources, archeology, historic resources, coastal resources, paleontology, geology, greenhouse gases, traffic and circulation, wildfire, agricultural resources, forestry resources, hazardous materials, natural resources risk assessment and risk management, special-status plant surveys, special-status species protocols surveys for special status plant and wildlife species occurring within the vicinity of SFPUC property (both within San Francisco and along all of the SFPUC watersheds and rights-of-way up to Hetch Hetchy), with staff possessing scientific handling permits, and expertise in habitat identification, wetland determinations and wetlands delineation, restoration plans for streambed alteration agreement applications, pre-historic and historic archaeology, geoarchaeology, historic architecture, site restoration, mitigations design and evaluation, wetland mitigation and monitoring plans, woodland mitigation and monitoring plans.

Provide experience with grant and loan program's environmental requirements such as for the Water Infrastructure Financing and Innovation Act (WIFIA), State Water Resources Control Board State Revolving Fund (SRF) and Corps Water Infrastructure Financing Program (CWIFP).

TASK 2: PREPARE RESOURCE AGENCY PERMIT APPLICATIONS AND SUPPORTING DOCUMENTS

Develop a permit acquisition strategy and prepare resource agency permit applications and supporting documents required by regional, federal and state resource agencies in order to obtain resource agency permits. Proposer must have the ability to facilitate the purchase of mitigation credits on behalf of the PUC to satisfy compensation which may be required by regulatory agency permits. Key professionals listed in the Proposal should have experience in processing and negotiating the following regulatory permit applications:

- Section 404 Permit with the US Army Corps of Engineers (USACE), Nationwide and Individual Permits, including Least Environmentally Damaging Practicable Alternative (LEDPA) analysis;
- Section 7 Biological Assessment and Consultation with the US Fish & Wildlife Service (USFWS) & the National Marine Fisheries Service (NMFS);
- Section 1602 Agreement with the California Department of Fish & Wildlife (CDFW);
- Section 2081 Incidental Take Permit and 2080.1 CESA Consistency Determination with California Department of Fish & Wildlife;

- Section 401 Water Quality Certification, Waste Discharge Requirements, and Individual Permits with the Regional Water Quality Control Board (RWQCB);
- Section 106 Consultation with the State Historic Preservation Officer (SHPO);
- Bay Conservation and Development Commission (BCDC) San Francisco Bay permits and dredging permits (Major, Administrative, and Regionwide);
- California Coastal Commission (CCC) Coastal Development permits.

In addition, experience with the following permits is desirable, although these permits are not needed as frequently:

- Bay Area Air District (Air District) Authority to Construct permits;
- Tuolumne County Air Pollution Control District Authority to Construct permits;
- NOAA Incidental Harassment Authorization;
- California State Lands Commission (SLC) permit and/or lease.

TASK 3: PROVIDE ENVIRONMENTAL CONSTRUCTION COMPLIANCE SERVICES

Provide construction compliance services to proactively maintain compliance with the SFPUC's Standard Construction Measures (SCM), CEQA/NEPA mitigation measures and permit conditions, including performing regular site inspections (i.e., general housekeeping, dust control, stormwater protection, equipment compliance, etc.), specialty environmental surveys and monitoring (i.e., biological and cultural and paleontological resources monitoring and noise and vibration monitoring), performing archeological testing and data recovery and developing interpretive programs, monitoring by Native American representatives, training, participating in construction meetings, preparing required plans and reports (some will be subject to EP and/or resource agency review and approval), performing post-construction revegetation and habitat restoration monitoring, and overall compliance management such as tracking and documenting implementation of requirements. Perform supplemental resource surveys for changes in project area and prepare supporting memorandums and reports as requested by SFPUC in support of CEQA/NEPA modifications and permit amendments.

Assist SFPUC staff in reviewing contractor submittals for compliance with construction specifications and CEQA/NEPA and permit requirements. Work with the SFPUC to prepare training materials and provide training to construction personnel. As requested, participate in conference calls and meetings with CEQA/NEPA Lead Agency and permitting agency staff. The Proposers staff may be subject to review and approval by EP and resource agency regulators, in

addition to the SFPUC. Due to the nature of construction, the Proposer shall have sufficient resources to be flexible and provide services on short notice. The Proposer shall provide its own equipment to perform work, such as but not limited to, personal protective equipment.

3.4 City Staff Responsibilities

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

SFPUC EMG staff will provide overall management and direction of the work and the contract task orders, including invoice approvals; will review deliverables; and will coordinate with other departments and agencies. SF Planning Department staff direct all CEQA work, and EMG staff are the SFPUC liaisons to Planning Department staff. EMG staff manage all permitting as well as all NEPA work in coordination with the NEPA federal lead agencies and permitting agencies. EMG staff will also assist in providing access to sites for field visits and surveys and may accompany consultant staff or assist with safety or environmental trainings. The Project Engineer (PE) is the main resource person for all technical design inquiries throughout the duration of the project and the Project Manager (PM) has overall responsibility for the project's scope of work, schedule, budget including invoice approvals and successful project completion.

3.5 General Obligations

Proposers must state their intention to establish a fully-functioning office located within an approximate one-hour drive from the SFPUC Headquarters in San Francisco, prior to the Notice to Proceed (NTP).

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:

- a. Proposer must be in business for a minimum of fifteen (15) years performing multidisciplinary CEQA environmental services for major infrastructure projects (projects with minimum capital cost of \$10 million) and at least five (5) years of experience in two out of the three areas listed below:
 - Regional potable water systems (ability to analyze the effects of water supply and water reliability projects, including dams, reservoirs, tunnels, pipelines, pump stations, water treatment facilities, valve houses, etc.) with at least one project in an urban area (city of at least 100,000 population) and one project in a rural area with natural undeveloped areas;
 - Wastewater systems (ability to analyze the effects of treatment facilities, outfalls, pump stations, force mains, tunnels, transport/storage structures, catch basins, and sewer pipelines, low impact design facilities, and other wastewater system facilities) Proposer must demonstrate experience in evaluating effects of repair or new construction of wastewater facilities in a built urban environment;
 - Power systems (including power transmission and distribution facilities, etc);

OR

Proposer must be in business a minimum of five (5) years performing multidisciplinary environmental services for major infrastructure projects (projects with minimum capital cost of \$10 million) AND have a principal or partner with at least fifteen (15) years' professional experience with five (5) years of experience in two of the three areas listed below:

- Regional potable water systems (ability to analyze the effects of water supply and water reliability projects, including dams, reservoirs, tunnels, pipelines, pump stations, water treatment facilities, valve houses, etc.) with at least one project in an urban area (city of at least 100,000 population) and one project in a rural area with natural undeveloped areas;
 - Wastewater systems (ability to analyze the effects of treatment facilities, outfalls, pump stations, force mains, tunnels, transport/storage structures, catch basins, and sewer pipelines, low impact design facilities, and other wastewater system facilities) Proposer must demonstrate experience in evaluating effects of repair or new construction of wastewater facilities in a built urban environment;
 - Power systems (including power transmission and distribution facilities, etc);
- b. Prime Proposer, or Lead JV partner, have performed on five (5) projects that involved the performance of tasks similar to those outlined in Section 3.3, “Detailed Description of Tasks”;
- c. The Prime Proposer, or Lead JV partner, must possess five (5) years’ experience managing CEQA , NEPA requirements and implementing resource agency laws and regulations; and how they are applied to infrastructure in at least two of the following three areas: water, wastewater, and power facilities;
- d. The Prime Proposer or Lead JV Partner must employ the following Key/Lead Team Member positions found in Section 4.3 (each staff can only be listed in up to two key positions):
- Principal-in-Charge,
 - Environmental Analysis Lead (Task 1),
 - Permitting Task Lead (Task 2), and
 - At least five (5) of the following ten (10) specialized areas of the 19 environmental factors listed in the CEQA guidelines (see Appendix L, CEQA Guidelines): land use, aesthetics, cultural resources, transportation, biological resources, hydrology/water quality, physical science, social

science, air quality, and noise as shown on the Organization Chart (Appendix O);

- e. Proposer team (may rely upon a combination of staff and subcontractor experience in addition to their own) must have all licenses, permits, approvals and authorizations necessary to perform the work detailed in this RFP (see Section 3.3);
- f. Proposer team (may rely upon a combination of staff and subcontractor experience in addition to their own) must describe successful completion of permit applications and supporting documents (e.g., wetland delineations and biological assessments), and procurement of permits from at least two of the following resource agencies: USACE, USFWS, NMFS, CDFW, BCDC, CCC, SLC, RWQCB, the State Water Board prepared for major water, wastewater and/or power infrastructure projects.

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:

- a. Proposer must have been in business for a minimum of ten (10) years performing multidisciplinary CEQA environmental services for major infrastructure projects (projects with minimum capital cost of \$10 million)

OR

Proposer must have been in business for a minimum of five (5) years performing multidisciplinary environmental services including CEQA/NEPA for major infrastructure projects (projects with minimum capital cost of \$10 million); **AND** have a principal or partner with at least ten (10) years'-professional experience in the field of environmental services including CEQA/NEPA for major infrastructure projects. The five (5) years of the Proposer's being in business and the ten (10) years' principal/partner experience requirements are separate and distinct; one cannot be substituted for the other. A principal or partner having at least ten (10) years' professional experience will not satisfy the being in business for five (5) years' requirement for the Proposing firm; and

- b. Proposer must have all licenses, permits, approvals and authorizations necessary to perform the work required by this RFP (see Section 3.3).

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:

- a. Have been in business for a minimum of two (2) years performing the technical fields required under the scope of services listed in Section 3.3 (e.g., environmental analysis for CEQA document preparation, biological analysis, archeological and historic resources, etc.) for which the subcontractor was retained; AND have a principal or partner with at least ten (10) years' professional experience in that field;
- b. Experience with: infrastructure projects with minimum capital cost of \$5 million; water and/or wastewater conveyance, treatment and/or distribution projects, and/or power distribution/transmission projects; and
- c. Sole proprietors must have been in business for a minimum of one (1) year performing the technical fields required under the Scope of Services listed in Section 3.3 for which the subcontractor was retained; AND the owner must have at least ten (10) years' professional experience in that field.

Non-technical subcontractors (e.g., reprographics, Native American monitors, third-party employment agencies for Native American tribal monitors, and mitigation banks) are not required to meet the subcontractor qualifications listed above.

4.3 Key/Lead Team Member Qualifications

To qualify as the Key Lead / Lead Team members for this Agreement, an individual must possess specialized expertise in various environmental disciplines as described below and provide senior review and direct work of other team members.

1. Principal-in-Charge:

To qualify as the Principal-in-Charge for this RFP, an individual must possess the following minimum qualifications:

- At least fifteen (15) years of experience in environmental review as a CEQA/NEPA Principal-in-Charge, Program/Project Manager or Director of regulatory permitting for major infrastructure projects (projects with minimum capital cost of \$10 million);
- Experience in three (3) or more verifiable water, wastewater or power project(s); and
- A baccalaureate or graduate degree from an accredited institution.

2. Environmental Analysis Lead (Task 1):

To qualify as the Environmental Analysis Task Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in environmental review as a CEQA/NEPA Project Manager or Director for major water, power, or sewer infrastructure projects (projects with minimum capital cost of \$10 million); and
- A baccalaureate or graduate from an accredited institution.

3. CEQA/NEPA Project Manager:

Please identify/include at least five (5) CEQA/NEPA Project Managers, as this is an important member of the team, and a higher number of qualified individuals listed will be viewed favorably.

To qualify as a CEQA/NEPA Project Manager for this RFP, an individual must possess the following minimum qualifications:

- At least seven (7) years of experience as a CEQA/NEPA Project Manager or Director for EIRs, EISs MNDs and/or EAs for infrastructure projects; and
- A baccalaureate or graduate degree from an accredited institution.

4. Cultural Resources Discipline Lead:

To qualify as the Cultural Resources Discipline Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in cultural resource surveys, evaluations, and consultation within the framework of NEPA and CEQA regulations, including Section 106 of the NHPA;
- Meets the Cultural Resource Professional Qualification Standards as published in the ***Secretary of the Interior's Standards and Guidelines*** in the Code of Federal Regulations, 36 CFR Part 61; and
- A graduate degree from an accredited institution.

5. Biological Resources Discipline Lead:

To qualify as the Biological Resources Discipline Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in biological resource evaluations such as biological resource impact assessment, regulatory compliance, wetland ecology and restoration, jurisdictional wetland delineations, habitat assessments and mapping and analysis,

endangered species evaluations, restoration and mitigation planning, and invasive species management; and

- A baccalaureate or graduate degree from an accredited institution.

6. Hydrology/Water Quality Discipline Lead:

To qualify as the Hydrology/Water Quality Discipline Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in hydrology and water resource evaluations such as for surface water, groundwater, marine and oceanographic environments, stormwater, and flood water; and
- A baccalaureate or graduate degree from an accredited institution.

7. Air Quality Discipline Lead:

To qualify as the Air Quality Discipline Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in air quality evaluations, including criteria pollutant and greenhouse gas emissions modeling, air quality impact assessments and health risk screening for toxic air contaminants, including diesel particulate matter; and
- A baccalaureate or graduate degree from an accredited institution.

8. Land Use Discipline Lead:

To qualify as the Land Use Discipline Lead for this RFP, an individual must the following minimum qualifications:

- At least ten (10) years of experience in land use evaluations including infrastructure-related land uses, such as environmental analysis services for impacts on land use, recreation, agricultural resources, plans and policies, and growth inducement analyses; and
- A baccalaureate or graduate degree from an accredited institution.

9. Aesthetics Discipline Lead:

To qualify as the Aesthetics Discipline Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in aesthetic/visual evaluations and computer visualization/simulations, visual assessment techniques in the context of CEQA, NEPA, and related regulatory requirements of agencies such as CalTrans, BCDC, U.S. Forest Service, U.S. Bureau of Land Management, and National Park Service; and
- A baccalaureate or graduate degree from an accredited institution.

10. Transportation Discipline Lead:

To qualify as the Transportation Discipline Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in transportation planning and/or engineering including transportation impact analyses, transit analyses, parking studies, pedestrian and bicycle analyses, traffic operations and simulation analyses, and traffic engineering; and
- A baccalaureate or graduate degree from an accredited institution.

11. Noise and Vibration Discipline Lead:

To qualify as the Noise and Vibration Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in noise and vibration evaluations including noise/vibration monitoring, analysis of predicted noise and vibration levels, impact assessment, control measures, and familiarity with related state and local regulations; and
- A baccalaureate or graduate from an accredited institution.

12. Physical Science Discipline Lead:

To qualify as the Physical Science Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in the Physical Sciences field such as geology and soils evaluations including geologic units, soil classifications, faults, seismic-related ground failure, liquefaction, erosion, landslides, serpentine rock, impact assessment, control measures, paleontology, minerals, energy, hazards and hazardous materials evaluations, knowledge of hazardous materials management including spill prevention and spill response, contamination from underground storage tanks, safety plans, impact assessment, control measures, and familiarity with related state and local regulations; and
- A baccalaureate or graduate from an accredited institution.

13. Social Science Discipline Lead:

To qualify as the Social Science Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in the Social Sciences field such as socioeconomics, population/housing, growth inducement, environmental justice, and public services/utilities; and

- A baccalaureate or graduate degree from an accredited institution.

14. Permitting Task Lead (Task 2):

To qualify as the Permitting Task Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of experience in environmental resource agency permitting as listed in Section 3.3 for major water, sewer, and power infrastructure projects (projects with minimum capital cost of \$10 million); and
- A baccalaureate or from an accredited institution.

15. Environmental Construction Compliance Lead (Task 3):

To qualify as the Environmental Construction Compliance Lead for this RFP, an individual must possess the following minimum qualifications:

- At least ten (10) years of overall experience as a planner, biologist or environmental scientist, including at least five (5) years' experience managing environmental compliance with CEQA/NEPA mitigation measures and resource agency permit conditions during construction of infrastructure projects, of which at least three (3) years' experience includes managing environmental inspectors and specialty monitors on infrastructure projects; and
- A baccalaureate or graduate degree from an accredited institution.

16. Public Outreach Discipline Lead:

- Experience in conducting public outreach for meeting public involvement requirements of CEQA and NEPA, including scoping meetings, mailing public notices, preparing public presentation materials (such as in PowerPoint) and posting notices at project sites or other public outreach such as developing Frequently Asked Questions, developing environmental education materials (such as interpretive displays, trainings, etc.) social media postings, and facilitation and/or mediation of public meetings.

All Key/Lead team members must have the breadth and depth of knowledge and experience to successfully lead, guide and manage others to accomplish complex work assignments. It is important that Key/Lead team members include in their resumes particularly relevant work **for at least three project assignments**. If pertinent, Key/Lead team members should have a California Registration in his/her technical discipline.

Discipline Staff Members

In addition to the Key/Lead team members listed above, each discipline area for which a Key Lead / Lead Team member is required should include one or more staff in each of the following areas:

- a) Hydrology/Water Quality – experience in hydrology and water quality
- b) Cultural Resources – experience in archeology, historic architectural resources, and tribal cultural resources
- c) Biological Resources – experience in wildlife, botany, wetlands/waters of the US and State, and fisheries/aquatic resources
- d) Physical Science – experience in geology, soils, coastal resources, paleontology, hazardous materials, minerals and energy
- e) Social Science – experience in socioeconomics, population/housing, growth inducement, environmental justice, and public services/utilities
- f) Transportation – experience in transportation impact assessment and transportation engineering (modeling)
- g) Air Quality – experience in criteria air pollutants, greenhouse gas emissions, and health risk assessment
- h) Noise/Vibration – experience in noise and vibration
- i) Land Use – experience in land use, recreation, agricultural and forest resources, and wildfire
- j) Visual/Aesthetics – experience in visual impact assessment and visual simulations
- k) Public Outreach – experience in public outreach programs and environmental education (such as interpretive displays, trainings)
- l) Environmental Inspector (EI) – experience as field staff responsible for providing guidance, and inspecting, evaluating, and documenting that a project is constructed in compliance with project mitigation requirements, permit conditions, environmental plans, environmental specifications and other agency agreements
- m) Specialty Environmental Monitors (Biologists, Archeologists, Paleontologists) – experience as field staff who perform surveys during construction to determine the presence/absence of protected resources (i.e. species, wetlands, cultural resources, paleontological resources, etc.) and implement appropriate actions if a resource is discovered during construction

Support Services Staff

Support Services Staff may be utilized on this as-needed contract and shall be identified as internal staff or subconsultants. These staff members must be experienced in Geographic Information System (GIS), technical editing, graphics and computer-aided design and drafting

(CADD), document reproduction, transcription services (such as court reporters) and mailing services.

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

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 has reviewed all the Addenda posted with this solicitation;
- 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;
- Proposer warrants its proposal contains only truthful and accurate information;
- 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 fully comply with the terms and conditions of the SIP.

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 5 most recent projects/programs previously managed by the Prime Proposer/Lead JV Partner AND the most recent project (1) previously managed by the Non-Lead JV partner within the last 10 years, which must be of the type and scope of services specified in this RFP. Proposers should include at least one project in two of the following three areas: regional potable water infrastructure, one wastewater system infrastructure, and power system. Additionally, one of the referenced projects must be in a watershed setting (defined as a natural setting such as open space land, forested land, or green space that is fairly undeveloped and may or may not have access by the public). Limit descriptions to one (1) page for each project.

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 J), then SFPUC 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:

- Approach for coordinating/managing all work activities to meet task order milestones and deliverable due dates;
- Processes/measures for controlling cost and schedule, tracking delivery/performance and maximizing QA/QC;
- Processes for contract management including budgeting and forecasting, invoicing, internal and external notification and resolution of technical conflicts and cost/schedule variances;
- Understanding of potential design, environmental and/or construction constraints and how your team can support the SFPUC in streamlining and completing work on schedule and within budget;
- Special expertise to be provided for the various services requested, for example:
 - Approach to and demonstrated success in preparing CEQA and NEPA documents and compliance with CEQA/NEPA process, including if applicable with Chapter 31 of the San Francisco Administrative Code (Appendix M);
 - Approach to and demonstrated success in conducting environmental surveys, such as those required by the USACE, USFWS, and CDFW.

- Approach to and demonstrated success in preparing resource agency documents and timely permit applications, especially as measured by verifiable number of drafts required for development of permit applications, and duration of time for acceptance by the resource agency as a complete application prior to issuance of the permit;
- Approach to providing specialized expertise, services, research, reports and recommendations in the areas of biological assessments, paleontology, air quality and greenhouse gases, noise, traffic and circulation, and pre-historic and historic archaeology and geoarchaeology, and historic resources;
- Approach to performing inspections, surveys, monitoring and other on-site mitigation implementation and management and reporting activities during construction, as well as post-construction restoration activities.

5.2.6 Team Member Qualifications

Identify the individuals who will serve as the Key/Lead Team Members as specified in Section 4.3, Key/Lead Team Member Qualifications, 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.

Provide a resume for each Key/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 Key/Lead Team Members meet all the minimum qualification requirements outlined in Section 4.3. Please identify/include at least five (5) CEQA/NEPA Project Managers as this is an important member of the team and a higher number of qualified individuals listed will be viewed favorably.

Provide a letter of commitment from each Key/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/Lead Team Members applies to any additional key/lead individuals proposed by the Proposer.

Preferred Qualifications

- It is preferable that **Key/Lead professional personnel** possess appropriate State of California licenses, registrations or certifications such as:
 - Section 10 handling permits under the Federal Endangered Species Act; CDFW scientific collecting permits;
 - Various Biology Certifications, including: (a) wetland delineator certification; (b) certified arborist; (c) Certified Wildlife Biologist (CWB), etc.;
 - American Institute of Certified Planners (AICP); AICP Certified Environmental Planner (AICP CEP) and AICP Certified Transportation Planner (AICP CTP);
 - Academy of Board Certified Environmental Professionals (CEP);
 - American Society of Landscape Architects (ASLA);
 - Institute of Noise Control Engineering (INCE) board certification;
 - Certified Hydrogeologist (CHG), Certified Engineering Geologist (CEG), Professional Geologist (PG), Professional Engineer (PE), Registered Environmental Assessor (REA);
 - Registered Professional Archaeologist (RPA), meets the Cultural Resource Professional Qualification Standards as published in the ***Secretary of the Interior's Standards and Guidelines*** in the Code of Federal Regulations, 36 CFR Part 61;
 - Qualified professional paleontologist or a California Registered Professional Geologist; and with appropriate paleontological expertise as defined by the Society of vertebrate paleontology's Conformable Impact Mitigation Guidelines Committee (SVP 1995 Guidelines) etc.;
 - Project Management Institute, Project Management Professional (PMP);
 - LEED Accredited Professional, US Green Building Council; and
 - Qualified SWPPP Developer (QSD)

- **Key/Lead Team position Principal-in-Charge, Environmental Analysis Lead (Task 1), CEQA/NEPA Project Manager:**

It is preferable that Proposer can demonstrate it has at least five (5) years' experience in preparing CEQA documents (EIRs and MNDs) in accordance with Chapter 31 of the San Francisco Administrative Code (Appendix M).

- **Key/Lead Team position Cultural Resources Discipline Lead:**

Knowledge and experience with the SF Historic Preservation Commission review process is desirable.

- **Discipline Lead/Discipline Staff Team Members:**
As described in Section 4.3 Discipline Lead/Discipline Staff team member Designations/Qualifications above, it is also preferable that team members have been employed with the prime or lead JV partner for at least one (1) year.

Note: Proposer must provide evidence of relevant project experience as specified within Section 4.3 for all Key/Lead Team Members. Provide evidence of required project experience within each team member’s resume or within the Proposer Qualifications section for Key/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. Proposer should submit **Appendix O** Organizational Chart that illustrates the team structure following the template provided (specialized experts and additional individuals who will assume important responsibilities in the project are considered Discipline Lead team members). See Section 4.3 for minimum qualifications for Discipline Lead/Discipline Staff team members.

As outlined in Section 5.2.6, please include resumes for all staff identified on the organization chart.

Appendix O Instructions

The principal-in-charge, the Task 1 lead, Task 2 lead and five of the ten discipline leads designated in red must be staff of the Prime proposer or lead JV partner.*

Each key position in red must be a single staff person who cannot be in more than two positions in red*.*

All other positions may be listed in more than one area of expertise.

5.2.8 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 base hourly rate is the employee's earned income hourly rate, which shall not include health benefits, retirement benefits, profit sharing, sick leave, and vacation.

A. Applicable Rates/Tasks

Proposals must include 2026 billing rates. The Agreement will permit the Contractor to escalate its 2026 billing rates, including the maximum billing rate, 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 at time of proposal is \$300/hour for key/lead roles and \$270/hour for all other roles. Please identify key/lead roles at time of proposal.**

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.

Administrative costs such as preparing for the RFP or preparing for an invoice is considered non-billable. 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 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 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.

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. Such costs may include:
 - Rental vehicle or car share: traveler must select the most economical 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 SFPUC 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;
- Expedited courier services when requested by SFPUC staff;
- Rental fees for use of special equipment, such as GIS equipment, drones, aerial planes, GPS equipment;
- Laboratory testing; and
- Other task order related direct expenses.

Only the ODCs listed above are eligible for reimbursement. 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;
- Commute time from the Contractor's home office to SFPUC facilities or to Moccasin;
- Travel time;
- 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 SFPUC staff;
- Equipment to be used by SFPUC staff;
- Office equipment, vehicle purchase and any automotive-related equipment; and
- Postage and courier services that are not requested by SFPUC staff.

5.2.9 Diversity, Equity, and Inclusion Submittal

Proposer may submit as a part of its proposal a copy of the company's 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. Proposers should not submit, and the City will not consider, any demographic data about the racial, ethnic, gender, sexual orientation, or national origin makeup of Proposer's staff, leadership, and/or board of directors.

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

5.2.10 The SFPUC SIP Program

5.2.10.1 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 <https://www.sfpuc.gov/construction-contracts/contract-opportunities-payments/social-impact-partnership-program>.

Proposers interested in participating in the SIP Program must follow the instructions of this Section 5.2.10 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 (Solicitation) is for a Covered Contract under the SIP Program. A Proposer that wishes to participate in the SIP Program must submit a SIP Proposal with its technical proposal. A SIP Proposal is not required to qualify for award of this Agreement. However, a Proposer with a compliant SIP Proposal may be 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.

5.2.10.2 SIP Proposals and Proposed Commitments

To participate in the SIP Program, a Proposer must submit a SIP Proposal in response to this RFP (Solicitation). Proposers who choose to submit a SIP Proposal must do so on the SIP Proposal Response Form, located in Appendix K. The SFPUC may deem any SIP Proposal not meeting this requirement non-responsive. 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.

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

- (A) Proposed Commitment Type and Amount,
- (B) Program Area(s),
- (C) Geographic Area(s),
- (D) Proposer'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 5.2.10.2(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 Area(s)

A Proposed Commitment must be performed through Beneficiaries 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 impacted by the SFPUC's operations and/or 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 Area

A Proposed Commitment must be performed in San Francisco, Tuolumne, San Mateo, Santa Clara, Alameda, Stanislaus, and/or San Joaquin Counties, areas that have been or will be impacted by the SFPUC's projects, operations, and/or work associated with the work covered under this Solicitation.

D. The Proposer'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 SIP 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

SIP Proposals 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 SIP 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 SIP 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 SIP Proposals will describe the systems, processes, and substantiating documentation (see 5.2.10.3 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.

5.2.10.3 Covered Contract SIP Program Requirements

A. Social Impact Commitments

A Covered Contract shall incorporate the Contractor's Proposed Commitments from its SIP Proposal, if any, 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 SIP 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 the 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 SIP Commitment, all SIP Program requirements under the SIP 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. Contract Amendments

When a SFPUC Covered Contract amendment results in an increase to the Covered Contract amount, San Francisco Administrative Code 21F.1.(b)(1) requires the Contractor propose a proportional increase to any Social Impact Commitment(s) for the Covered Contract. Such increase shall be proportional to the increase to the Covered Contract amount under the amendment. The Contractor must propose how it intends to allocate the proportional increase in its SIP Annual Work Plan. The SFPUC staff will discuss the foregoing revision to the SIP Annual Work Plan with the Contractor after the amendment is approved. Contractor shall be obligated to deliver the increased SIP Commitment(s) at no additional cost to the SFPUC.

E. SIP Work Plans

The Contractor must meet and confer with the SFPUC to submit a proposed SIP Projection Plan, SIP Annual Work Plan, and discuss additional program requirements within 60 days of issuance of a Notice of Contract Award (NCA). The SFPUC will use the SIP Projection Plan and the SIP Annual Work Plan to assess progress on Social Impact Commitment delivery regularly throughout the term of the Covered Contract.

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.

2. Performance Benchmark Information

The SIP Projection Plan is a detailed forecast that estimates the anticipated financial and/or volunteer contributions over the duration of the Covered Contract.

The Contractor shall identify key benchmarks that align with the underlying technical Covered Contract schedule. Specifically, SIP Projection 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 Annual 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 a non-profit public benefit corporation current 501(c)(3) status by checking the State of California Department of Justice Charities Registry website: <https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>; and (2) confirmation of an educational institution's public school status 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 governmental entity, except public schools; (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

Contractors must submit annually a SIP Annual Work Plan, and regular bi-annual, SIP Program performance reports to the SFPUC.

Contractors 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, Contractors 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).

SFPUC will not accept reports submitted without required substantiating documentation.

Contractors 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 5.0 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.

Contractors 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 Contractor from its SIP Commitment obligations.

The SFPUC will review all submitted reports and supporting documentation for completion and accuracy and will contact Contractors regarding any missing information or questions regarding their submissions.

Contractors 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

All Contractors 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 Contractors with biannual summaries of Commitment delivery to date, following each reporting period deadline.

The Contractors should confirm on the public [dashboard](#) that their performance and progress towards satisfying their Social Impact Commitments have 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.

5.2.11 CMD Forms

Provide the following completed CMD forms contained in CMD Attachment 2 (v. 11/1/2025) (included as Appendix G):

- Form 2A – CMD Contract Participation Form
- Form 2B – “Good Faith Efforts” Requirements Form
- Form 3 – CMD Compliance Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)

5.2.12 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 C)
 - Health Care Accountability Ordinance (HCAO) Declaration (included as Appendix D)
 - First Source Hiring Program Agreement (included as Appendix E)
- Release of Liability and Waiver (included as Appendix F)

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 and determining responsibility. The City will not provide a Proposer the opportunity to revise or modify its proposal for overall evaluation.

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	995
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.

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	170
Key/Lead Team Member Qualifications	4.3 and 5.2.6	300
Reference Projects	5.2.4	175
Work Approach	5.2.5	300
Team Organizational Chart	5.2.7	50
TOTAL POINTS		995

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 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.

6.2.3 SIP Evaluation and Scoring Process

6.2.3.1 Review for Compliant SIP Proposals

Proposers that wish to participate in the SIP Program must provide a SIP Proposal on the SIP Proposal Response Form, provided in Appendix K. 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 the SIP submission requirements, the SFPUC may deem such SIP Proposal non-responsive and determine that it is ineligible for application of a Bonus.

SFPUC SIP staff will confirm that the Proposed Commitment type and amount conform to the requirements of this Covered Contract's Solicitation; that each Proposed Commitment is within a Program Area; that each Proposed Commitment is within the Geographic Area(s) specified in this Solicitation; and that a SIP Executive-in-Charge and a SIP Coordinator are identified (compliant Proposed Commitment). Only a compliant Proposed Commitment may be eligible for evaluation and application of the Bonus.

SFPUC staff 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). SFPUC will assign a total Commitment value to the 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 SIP Commitments unequivocally bind the Contractor to its SIP Commitments. If a Proposer includes language conditioning delivery of its SIP Commitments in its SIP Proposal Response Form, the SFPUC will deem the SIP Proposal non-compliant, and Proposer will not be eligible to receive any SIP Bonus points.

6.2.3.2 Application of Bonus

A. Evaluation Panel

To evaluate each Proposer's response to the criteria set forth in paragraphs Sections 5.2.10.2.E-H above, the SFPUC will assemble an evaluation panel. The evaluation panel will score each SIP Proposal's responses to the qualitative evaluation factors with points awarded as described below. The SFPUC reserves the right not to assemble the evaluation panel (and not score the response) if only one Proposer submits a responsive SIP Proposal Response Form. In this event, the SFPUC will assign the maximum SIP Bonus to that Proposer.

B. Determination of Bonus Amount

The SIP Bonus for this Solicitation will be up to 5% of the total points allocated to the

underlying technical portion of this Solicitation.

The determination of the Bonus amount applicable to each SIP Proposal consists of quantitative and qualitative evaluation factors. The quantitative Commitment value, as calculated by SFPUC staff, shall constitute 3/5 (or 60%) of the total available Bonus. The qualitative score by the evaluation panel shall constitute 2/5 (or 40%) of the Bonus. For example, where the available Bonus is 5 points, if Proposer X has a Commitment value of \$100 and a qualitative score of 65/100 and Proposer Y has a Commitment value of \$85 and a qualitative score of 90/100, then Proposer X would receive a Bonus of 4.44 [3 quantitative (100/100 x 3) + 1.44 (65/90 x 2) qualitative] and Proposer Y would receive a Bonus of 4.55 [2.55 quantitative (85/100 x 3) + 2 (90/90 x 2) qualitative].

If an RFP results in more than one SIP Proposal, but only one SIP Proposal includes a compliant Proposed Commitment, the SFPUC will not convene a Panel to score the SIP Proposal, and the sole compliant SIP Proposal will receive 100% of the total available score.

6.3 Final Scoring

The SFPUC will tabulate the evaluation scores for the technical written proposal, DEI submittal, 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.

7.4 Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

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. An objection must be in writing and must be received by the City 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). 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@sfwater.org and omejiarocha@sfwater.org.

Subject: **PUC.PRO.0333 As-Needed Environmental Review**

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

D. The City, at its discretion, may make a determination regarding an objection without requesting further documents or information from the prospective Proposer 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. **IMPORTANT NOTE:** If Proposer asserts that it should be qualified for award of the Agreement even though it does not meet one or more of the MQs, the Proposer must object to the disputed MQ(s) using this process. The City will not consider any argument that a Proposer should be qualified despite failing an MQ as part of any responsibility determination made after the deadline for submission of proposals.
- G. 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.
- H. 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 Requirement and Good Faith Efforts Requirement

The LBE subcontracting participation requirement is 20.00% of the total value of services to be procured and can only be met with San Francisco Micro-LBE and/or Small-LBE firms, certified by the San Francisco Contract Monitoring Division (CMD).

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.

For CMD requirements, please refer to CMD Attachment 2, attached to this RFP.

In order to receive LBE participation credit, an LBE subcontractor must be CMD-certified in the scope of services that the prime Proposer is listing the LBE subcontractor to perform and have a valid LBE status on the Proposal Due date. It is the Proposer’s responsibility to verify each LBE subcontractor’s certification status, available in the LBE Directory at <https://sfgov.org/cmd>. The City will not consider the race, ethnicity, general sexual orientation, or national origin of Proposer’s staff, leadership, and/or board of directors when making contracting decisions.

On CMD Form 2A, the Prime Proposer shall list a percentage of the total value of the goods and/or services to be procured by each LBE subcontractor and the service to be performed, as such information is required to determine the responsiveness of the Proposal. The Prime must contact LBE firms prior to listing them as Subcontractors on CMD Form 2A.

In addition to meeting the LBE subcontracting participation requirement, the Prime Proposer shall demonstrate on CMD Form 2B that it has used good-faith efforts to select LBE Subcontractors. For the Proposer to be exempt from the Good Faith Efforts requirements described in PART IV in CMD Attachment 2, v. 11/1/2025, the amount of LBE subcontracting participation, i.e. the subparticipation requirement of 20.00% plus the 35% good faith exemption percentage, should equal or exceed 27.00% in total.

Proposals that fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9 (summarized above), CMD Attachment 2, and this RFP, will be deemed non-responsive and will be rejected.

Proposers should note that the LBE subcontracting percentages listed on its CMD Form 2A (the CMD Contract Participation Form) for each LBE subcontractor and the overall LBE subcontracting commitment will be incorporated into the final Standard Agreement. During the term of the contract, failure to comply with the level of LBE subcontractor participation commitments for each LBE and the overall LBE participation shall be deemed a material breach of contract.

For any direct reimbursable expenses/ and Overhead Direct Cost (ODC) items, CMD will review and determine whether they are eligible for LBE sub participation credit.

9.1.2 LBE Rating Bonus Information

The following rating bonuses will be in effect for the award of this Project for Proposers who are certified by CMD as an LBE in the type of work that is specified for the Proposer by the Contract Awarding Authority.

CMD-certified San Francisco Micro-, Small-, and SBA-LBEs, including certified non-profit organizations, may be eligible for an LBE rating bonus (as applicable under Section 14B.7 of the SF Administrative Code).

The assigned CMD Contract Compliance Officer shall apply the rating bonuses to each evaluation stage of the selection process, as applicable. LBE Rating Bonus is not applicable to SIP Points.

Estimated Contract Value, per Agreement	Small/Micro LBEs Rating Bonus	SBA-LBEs Rating Bonus
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

9.1.3 CMD Forms

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

- Form 2A – CMD Contract Participation Form
- Form 2B – CMD “Good Faith Efforts” Form
- Form 3 – CMD Non-Discrimination Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)

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 CMD LBE program to Jovi Cuntapay-Vitin, CMD Contract Compliance Officer, at (415) 554-0632 or jovineth.cuntapay-vitin@sfgwater.org.

The City strongly encourages proposals from qualified LBEs. For questions about how to become CMD-certified as an LBE, please contact LBEcert@sfgov.org or visit the CMD website at <http://www.sfgov.org/cmd>.

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) 554-0630 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 Article 131/Chapter 12B Equal Benefits Compliance, call the CMD Equal Benefits Unit at (415) 554-0630.

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 \$2,000,000 per each occurrence and \$4,000,000 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 \$1,000,000 per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
- **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 \$4,000,000 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 Labor and Employment Code Articles 131 and 132, 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 Articles 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 <https://www.sf.gov/information--minimum-compensation-ordinance>. 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 Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <https://www.sf.gov/information--health-care-accountability-ordinance>.

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 <https://www.sf.gov/comply-first-source-hiring-program> 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/pages/become-a-supplier.aspx>), 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. Please see Articles 101 through 107 of the San Francisco Labor and Employment Code for applicable provisions. 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. Please see Appendix I Sample CRA Questionnaire for reference.

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). This process is distinct from staff's determination of non-responsiveness as the outcome of another Proposer's protest, which is addressed in section 11.2 below.

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 SFPUC 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 omejiarocha@sfwater.org.

Subject: **PUC.PRO.0333** As-Needed Environmental Review

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. This language is not intended to create new rules or restrict or expand existing laws governing conflicts of interest. These guidelines are subject to Government Code Section 1097.6 (see number 12 below).

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, construction management, and/or construction phase of any project.
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. No firm participating in one contract with SFPUC can review and evaluate any of its own work performed under another contract, although firms may, in some circumstances, continue to provide design support services by, for example,

responding to Requests for Information or similar submittals concerning their design.

7. **Construction Management.** This work consists of overseeing and directing construction projects as the owner's representative, and may involve review, assessment, and recommendation for actions based on interpretation of contract documents. No firm participating in one contract with the SFPUC can review and evaluate any of its own work performed under another contract. Conflicts could 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. **Government Code Section 1097.6.** This Solicitation and any resulting contracts are subject to the provisions of Government Code Section 1097.6, including but not limited to the following: When the SFPUC has entered into a contract with an independent contractor to perform one phase of a project and seeks to enter into a subsequent contract with that independent contractor for a later phase of the same project, the independent contractor is not an "officer" for the purposes of Government Code Section 1090 if the independent contractor's duties and services related to the initial contract did not include engaging in or advising on public contracting on behalf of the SFPUC. Engaging in or advising on public contracting means preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with

the public entity.

If an independent contractor is an officer as defined in the previous paragraph, that independent contractor does not violate Section 1090 if that independent contractor does not engage in or advise on the making of the subsequent contract. An independent contractor does not “engage in or advise on the making of the subsequent contract” by participating in the planning, discussions, or drawing of plans or specifications during an initial stage of a project if that participation is limited to conceptual, preliminary, or initial plans or specifications and all bidders or proposers for the subsequent contract have access to the same information, including all conceptual, preliminary, or initial plans or specifications.

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 14 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 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
- AGMAssistant General Manager
- BFS.....Bruce Flynn Pump Station
- BIMBuilding Information Modeling
- BOS.....Board of Supervisors
- CABContract Administration Bureau
- CCM.....Contractor Construction Manager
- CEQACalifornia Environmental Quality Act
- CHSChannel Pump Station
- CM.....Construction Management
- CM/GC.....Construction Manager/General Contractor
- CMB.....Construction Management Bureau
- CMD.....Contract Monitoring Division
- CMISConstruction Management Information System
- CPEConsultant Performance Evaluation
- CPIConsumer Price Index
- CPM.....Critical Path Method
- CRACybersecurity Risk Assessment
- DEIDiversity, Equity, and Inclusion
- EAEnvironmental Analyses
- EIREnvironmental Impact Report
- EIS.....Environmental Impact Statements
- EMB.....Engineering Management Bureau
- EMG.....Environmental Management Group
- EOPR.....Effective Overhead and Profit Rate
- HCAOHealth Care Accountability Ordinance
- HCIPHetchy Capital Improvement Program
- ICCInternational Code Council
- ICSInfluent Control Structure

IRSInternal Revenue Service
JVJoint Venture
LBE.....Local Business Enterprise
LOSLevel of Service
MBEMinority Business Enterprise
MCOMinimum Compensation Ordinance
mgdmillion gallons per day
MNDMitigated Negative Declaration
NCANotice of Contract Award
NPFNorth Point Wet Weather Facility
NTPNotice to Proceed
O&M.....Operations & Maintenance
OBE.....Other Business Enterprise
ODCOther Direct Cost
OPR.....Overhead and Profit Rate
OPSOverhead and Profit Schedule
OSPOceanside Water Pollution Control Plant
PLAProject Labor Agreement
PMB.....Program Management Bureau
PMPProject Management Professional
REPRacial Equity Plan
RFIRequest for Information
RFPRequest for Proposals
RFQ.....Request for Qualifications
SBASmall Business Administration
SELSSoutheast Lift Station
SEP.....Southeast Water Pollution Control Plant
SFPUCSan Francisco Public Utilities Commission
SIPSocial Impact Partnership
SOPStandard Operating Procedure
SSIP.....Sewer System Improvement Program

VFDVariable Frequency Drive
WBEWoman Business Enterprise
WBSWork Breakdown Structure
WSIPWater System Improvement Program
WWEWastewater Enterprise

14 List of Appendices

- A. Professional Services Agreement (P-600)
- B. Overhead and Profit Schedule Template (Excel file)
- C. Minimum Compensation Ordinance (MCO) Declaration
- D. Health Care Accountability Ordinance (HCAO) Declaration
- E. First Source Hiring Program Agreement
- F. Release of Liability and Waiver
- G. Contract Monitoring Division 14B Forms
- H. Chapter 12B Equal Benefits Complete Compliance Guide
- I. Sample CRA Questionnaire
- J. Consultant Performance Evaluation Procedure
- K. Social Impact Partnership Proposal Form
- L. CEQA Guidelines (reference document only)
- M. San Francisco Administrative Code, Chapter 31, CALIFORNIA ENVIRONMENTAL QUALITY ACT PROCEDURES AND FEES (reference document only)
- N. SFPUC Environmental Workshop Materials from May 22, 2025 (reference document only)
- O. PRO.0333 Organization Chart Template