
Request for Proposals:

Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project

Agreement No. PUC.PRO.0101

3/26/2018



San Francisco
Water Power Sewer

Services of the San Francisco Public Utilities Commission

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1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC, or “Department”), a department of the City and County of San Francisco (“City”), seeks to retain the services of a qualified Proposer¹ to provide: tunnel design services for the Folsom Area Stormwater Improvement Project, including tunnel engineering (i.e., evaluations, analyses, calculations, and design reports); seismic analysis; advanced hydraulic numerical modeling (e.g. computational fluid dynamics analysis); geotechnical & hazmat reviews (i.e., studies, investigations, laboratory testing and reports); public outreach support; bid-ready plans and specifications; cost estimates; design and construction schedules; reports and references to be included in bid documents and schedules; other services and documents required for preparing a complete set of contract documents. 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: tunnel engineering, micro-tunneling, and design of large-diameter water supply/wastewater tunnels within high seismic zones in urban areas.

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

Agreement Amount: \$5,700,000.00

Agreement Duration: 18 Months

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

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the Overhead and Profit Schedule’s (OPS) billing rates provided by the selected Proposer as part of its proposal into the Agreement.

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

The terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS, will be non-negotiable.

Additional information relating to the RFP may be posted on the SFBid website as needed after issuance of the RFP. Proposers should therefore consult the [SFBid website](#) regularly for these updates.

1.2 Tentative RFP Schedule

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

Advertisement of RFP	3/26/2018
Pre-Submittal Conference	4/10/2018
Site Visit.....	4/10/2018
Deadline for Proposers to Submit Questions	4/13/2018
Deadline for Proposers to Submit Proposals.....	5/4/2018
Posting of Proposer Shortlist	6/1/2018
Oral Interview	6/15/2018
Posting of Final Ranking	6/21/2018
Public Utilities Commission Authorization to Execute Agreement	7/24/2018
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement	8/1/2018
Notice of Award of Agreement	8/31/2018

1.3 Pre-Submittal Conference and Site Visit

Pre-submittal conference information:

Time: 10:00 AM10:00 AM

Date: 4/10/2018

Location: 525 Golden Gate Ave. 2nd Floor

O'Shaughnessy Conference Rooms A, B & C

San Francisco, CA 94102

Attendance at the pre-submittal conference is encouraged. Questions regarding the RFP will be addressed at this conference and any new information will be provided at that time. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City is not bound by any oral representation. 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.

Prime Proposer’s attendance at the pre- submittal conference is highly recommended as one of the good faith steps under the City’s Administrative Code Chapter 14B “Good Faith Outreach” requirements, if the Contract Monitoring Division (CMD) has assigned a Local Business Enterprise (LBE) participation requirement (see Section 9.1, “LBE Subconsultant Participation Requirements”).

Proposers are also encouraged to attend the site visit facilitated by SFPUC project staff.

Site visit information:

Time: 1:00pm

Date: 4/10/2018

Location: Alameda Street and Treat Avenue, San Francisco

The site visit will include the tunnel alignment along Alameda and Berry Streets. The visit will last no more than two (2) hours. Proposers shall meet SFPUC project staff at the corner of Alameda Street and Treat Avenue, or as directed during the pre-submittal conference.

If necessary, an additional site visit may be arranged.

Attendees are required to wear their own work boots, safety vests, and hard hats.

The site visit shall be limited to four (4) team members from each of the Proposers, inclusive of Subconsultants.

1.4 Requests for Information and Addenda/Change Notices

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

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

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

1.5 Diversity in Contracting

This contracting opportunity is subject to compliance with the City’s Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirements. In addition, the SFPUC seeks to promote diversity within its contracting opportunities. Thus, the agency strongly encourages proposals from Proposers that optimize the use of LBE, Micro-LBE, and SF Small Business Administration (SBA)-certified firms. The SFPUC also seeks to further optimize

the use of consultant teams that reflect the diversity of the City and County of San Francisco. As such, it is recommended that Proposers consider the composition of their teams in terms of gender, age, ethnicity, and race, and to utilize teams that include a diverse mix of staff at all organizational levels.

Note that the SFPUC's encouragement of diversity will not affect the evaluation of proposals for this RFP. Criteria for evaluation are limited to the factors described in the Evaluation and Selection Criteria section of this RFP (Section 6).

1.6 Limitations on Communications

From the date this RFP is issued until the date the competitive process of this RFP is completed either by cancelation or by final action of the San Francisco Public Utilities Commission, Proposers, subconsultants, vendors and/or their representatives or other interested parties, shall communicate with the SFPUC only as instructed in this RFP.

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

1.7 Conflicts of Interest

The selected Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local law related to conflicts of interest. Proposers are advised to carefully review Section 12 of this RFP before submitting a proposal.

2 Background

2.1 San Francisco Public Utilities Commission

The SFPUC is a department of the City that provides retail drinking water and wastewater services to San Francisco, wholesale water to three (3) Bay Area counties, and green hydroelectric and solar power to San Francisco's municipal operations. Headquartered at 525 Golden Gate Avenue in San Francisco, the SFPUC has approximately 2,300 employees with a combined annual operating budget of approximately \$700 million.

The mission of the SFPUC is to:

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

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

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

2.2 SFPUC Policies

The SFPUC has adopted several policies that reflect the agency's commitment to sustainability and environmental stewardship, environmental justice, community benefits, and innovative technologies. Proposers must demonstrate an ability to comply with and advance the following policies:

A. Sustainability Plan and Program

Developed in 2008, the Sustainability Plan provides the SFPUC with a system for planning, managing, and evaluating SFPUC-wide performance that takes into account the long-term economic, environmental, and social impacts of our business activities.

<http://sfwater.org/modules/showdocument.aspx?documentid=987>

B. Environmental Justice Policy

On October 13, 2009, the SFPUC adopted a comprehensive set of environmental justice guidelines for use in connection with its operations and projects within the City, as required by Charter Section 8B, by Resolution 09-0170. Refer to:

<http://sfwater.org/Modules/ShowDocument.aspx?documentid=3568>

C. Community Benefits Policy

On January 11, 2011, the SFPUC adopted a Community Benefits Policy, by Resolution No. 11-0008, that seeks to achieve positive community outcomes including: workforce and economic development (such as contracting with local companies and hiring local workers); innovative environmental programs (i.e., those that minimize adverse impacts); stakeholder and community involvement; arts and cultural programming; educational programs; responsible land use; sustainability; improvements in community health; diversity; and inclusionary initiatives that reflect the SFPUC's values, volunteerism, and monetary or in-kind contributions to the community. Refer to:

<http://sfwater.org/Modules/ShowDocument.aspx?documentid=3570>

D. Technology Policy

On September 11, 2012, the SFPUC adopted a Technology Policy, by Resolution No. 12-0165, that seeks to take advantage of innovative technologies to benefit ratepayers in a manner that is consistent with the Commission's Budgetary and Ratepayer Assurance policies, practices, and endorsed Level of Service (LOS) goals. The key principles and criteria shall be consistent with the Triple Bottom Line framework, which includes economic, environmental, social, leadership, and transparency principles.

<http://sfwater.org/Modules/ShowDocument.aspx?documentid=3566>

2.3 Infrastructure Division

The Infrastructure Division is responsible for delivering capital improvement programs and for providing internal personnel resources for these programs.

The Infrastructure Division, which is managed by the Assistant General Manager for Infrastructure, includes the Construction Management Bureau, the Engineering Management Bureau, the Bureau of Environmental Management, the Project Management Bureau, Program Controls, and the Projects Administration Bureau. Programs consist of the Sewer System Improvement Program (SSIP), the Water System Improvement Program, and the Hetchy Capital Improvement Projects. The Folsom Area Stormwater Improvement Project is part of the SSIP.

2.4 Folsom Area Stormwater Improvement Project

The Folsom Area Stormwater Improvement Project will construct new infrastructure to improve collection system capacity to manage stormwater for the level of service (LOS) storm, a statistically derived storm lasting three (3) hours, with a total of 1.3 inches of rainfall and a defined peak rainfall intensity.

PROJECT BACKGROUND

The City has a combined sewer system that collects and treats both sanitary sewage and stormwater runoff. The City collects and treats 100% of storm runoff in areas served by combined sewers. Generally, the City's collection system capacity is designed to accommodate the LOS storm. In certain storms, combined sanitary sewage and stormwater runoff have flooded streets in isolated areas.

The neighborhood surrounding 17th, 18th, and Folsom Streets has been historically subject to flooding during moderate to heavy storms. The area coincides with what had until the mid-1800s been Mission Creek, a navigable waterway surrounded by marshland. As the City grew, this naturally low-lying area was filled in and developed. Mission Creek is now covered by residential and commercial development and has been incorporated into the sewer system. In the last decade, multiple storms have caused flooding to properties, including two (2) separate storms in December of 2014. Although the extent of damage depends on storm magnitude and intensity, the same properties are subject to flood risk because water naturally flows toward structures within local topographic low points.

Today, the Inner Mission neighborhood from 18th to 10th Streets remains a low-lying area whose combined sewers drain a densely developed area of over 4,000 acres. The drainage area generally extends from near Cesar Chavez Street to the south, the edge of Golden Gate Park to the west, to Pacific Heights at its northern edge. The highest reaches of the drainage area, just northwest of Twin Peaks, reach some of the highest elevations in the City. The elevation drops approximately 900 feet before flattening out in the vicinity of 17th and Folsom.

During rain events, most of the flow downstream is diverted through the Division Street box sewer and may flow to the Southeast Water Pollution Control Plant (SEP), to the Bay through

the outfall at the current-day Mission Creek, and/or to the North Point Wet Weather Facility (NPF) near Pier 39.

Several topographic, hydrologic, and hydraulic factors contribute to flood challenges in the project area:

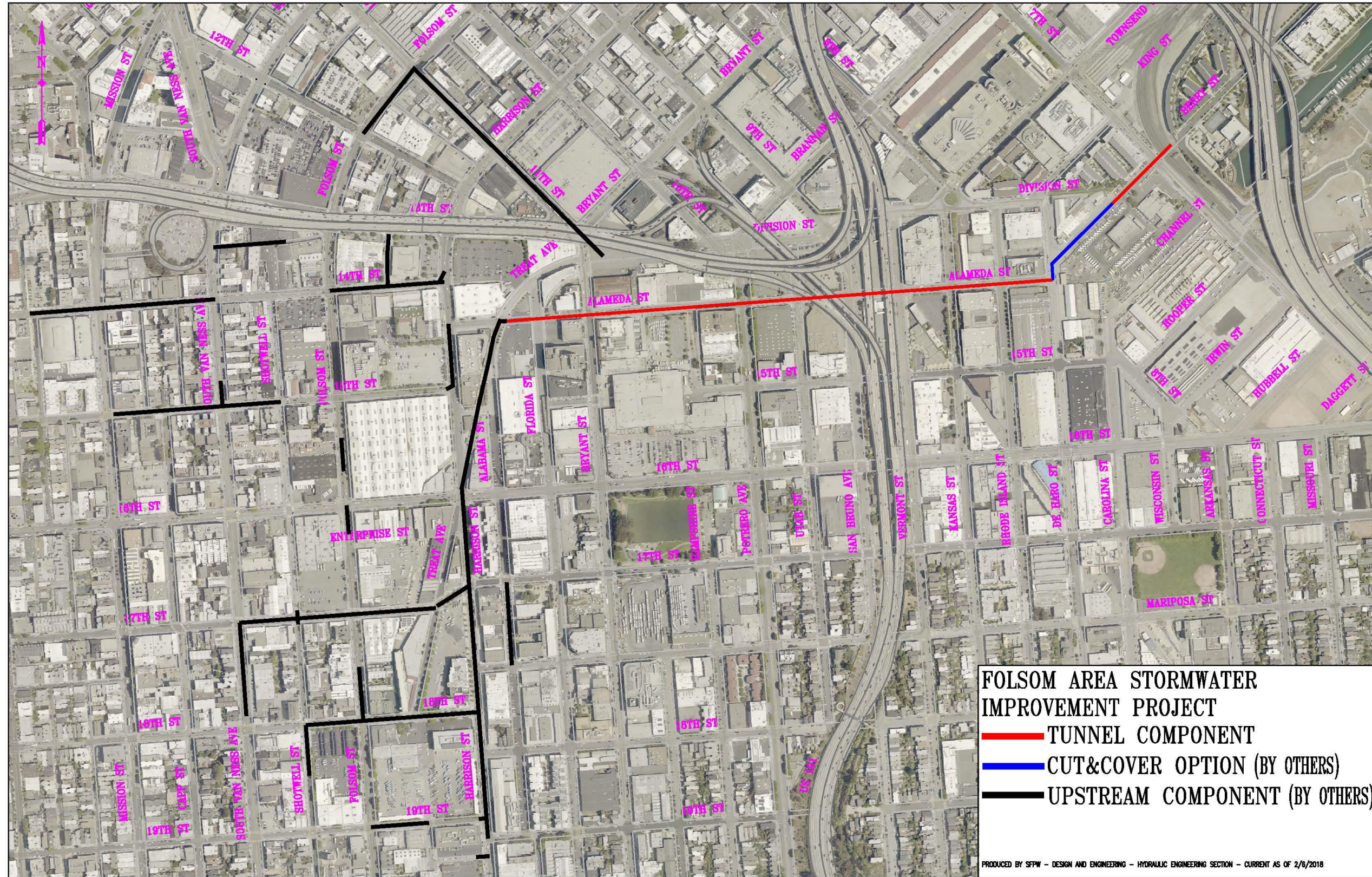
- **Local topography:** The 17th and Folsom vicinity forms a naturally low-lying area. As a result, once the collection system reaches its capacity, this neighborhood is where stormwater runoff collects when it is unable to enter the collection system.
- **Rainfall/runoff from upstream areas of the drainage basin:** The area draining to the vicinity of the 17th and Folsom area is steep and highly urbanized. Rainfall on the drainage area becomes runoff almost immediately, enters the combined sewer system, and is conveyed to points downstream, including 17th and Folsom, very quickly. The large drainage basin combined with the steep terrain can lead to significant flow in the collection system in a short period during heavy storms, including occasional short storms with high rainfall intensity.
- **Conveyance capacity:** System flows during heavy rain events can surpass the combined carrying capacity of the underground sewers and overland streets.
- **Land settlement:** Because the area is built on a historical creek and landfill, settlement and subsidence of land in this area has potentially resulted in lower property elevations.

The City has identified and analyzed various solutions to the flooding challenges in an Alternatives Analysis Report (AAR). The major elements for the selected alternative from the AAR includes the construction of an approximately 12' inside diameter mixed-face ground tunnel from near the intersection of Alameda Street and Treat Avenue and ultimately connecting to the Channel Consolidated Transport/Storage Box near the intersection of 7th Street and Berry Street. Preliminarily, the alignment includes approximately 3,000 linear feet of tunnel, 550 linear feet of open-cut box construction, and another 450 linear feet of trenchless drive. The final construction methods and alignment, taking into account location of shafts, easements, obstructions, and coordination with other projects (e.g. Central Bayside System Improvement Project), will be further defined in the ongoing Conceptual Engineering phase and will be finalized during the design phase covered by this RFP.

In addition to the tunnel infrastructure, other upstream sewer improvements to be constructed by conventional cut-and-cover methods are also required to divert flow towards the new tunnel infrastructure. Design of these additional cut-and-cover elements, and any cut-and-cover elements between tunnel segments and their corresponding connections, are within the City's workscope, and unless otherwise noted in this RFP, are excluded from this RFP. The Proposer

will provide the design of temporary and permanent tunnel elements, such as shaft shoring, access structure(s), and the final connection to the Channel Consolidated Transport/Storage Box, should they be included as components in the final design. Refer to Figure 1 for project elements.

Figure 1: Project Elements



The purpose of this RFP is to obtain timely and efficient consulting assistance, with specialized tunneling knowledge and expertise in state-of-the-art techniques and equipment, in designing the proposed tunnel portion of the Folsom Area Stormwater Improvement Project and potentially supporting construction efforts. The RFP budget shall not exceed \$5,700,000, exclusive of the bid phase and construction support efforts. Bid Phase Services and Construction Support are optional services, which may be added at the sole discretion of the SFPUC by amendment of the agreement, when the project approaches the 100% design phase (See Task 12 and Task 13).

3 Scope of Services

3.1 Introduction

SFPUC is issuing this RFP for the purpose of selecting and entering into an agreement with a professional services consultant to provide tunnel design services for the Folsom Area Stormwater Improvement Project, including tunnel engineering (i.e., evaluations, analyses, calculations, and design reports); seismic analysis; advanced hydraulic numerical modeling (e.g. computational fluid dynamics analysis); geotechnical & hazmat reviews (i.e., studies, investigations, laboratory testing and reports); public outreach support; bid-ready plans and specifications; cost estimates; design and construction schedules; reports and references to be included in bid documents and schedules; other services and documents required for preparing a complete set of contract documents.

3.2 Project Schedule

The Agreement shall extend over 18 Months.

It is anticipated that all Tasks (except Task 12 and Task 13) described below will be completed within 18 months from Notice to Proceed (NTP). Within this period, the Geotechnical Investigation, Background and Supplemental Information (Tasks 3, 4 & 5) shall be completed within 9 months from NTP. Task 12 and Task 13 are optional, and may be executed at SFPUC's discretion, with a corresponding extension to the overall Agreement duration and/or Task 1 scope/budget if appropriate.

Proposers shall develop their proposal on these schedule constraints (see Section 5.2.7).

The SFPUC reserves the right to commence, close, reduce or extend selected Proposer'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 a total of nine (9) years (or 108 months).

3.3 General Description of Tasks

This RFP solicits the services of a Proposer to perform the following, but not limited to, services listed in Tasks 1 through 11. Tasks 12 and 13 are optional and will only be authorized at the City's discretion.

The selected Proposer will be responsible for all standard engineering design, deliverables and contract documents for the tunnel, associated shafts, connections to shafts, connections from tunnel to permanent structures, such as access structures and Channel Consolidated Transport/Storage box, and instrumentation. SFPUC will provide guidance to the selected Proposer during design for how the contract documents shall be formatted.

The primary role of the Proposer will be to provide tunneling and trenchless technology services, including - but not limited to - the following, as described below:

1. Management and Coordination
2. Quality Assurance/Quality Control
3. Review Background Information
4. Develop Supplemental Information
5. Seismic, Geotechnical & Environmental Investigation and Site Characterization
6. Permits & Agreements
7. Advanced Hydraulic Numerical Modeling
8. Tunnel Engineering Design and Design Support to City Staff
9. Technology Transfer/Cross Training
10. Communication and Public Outreach
11. Soil-Structure Interaction (SSI) Analysis for the Remainder of the Project
12. Bid Phase Services - Optional
13. Engineering Support Services During Construction - Optional

In addition to the above numbered tasks, Proposer responsibilities will include, but not be limited to, the following:

- Prepare necessary documents to obtain or aid in obtaining all permits/agreements/land, which includes all engineering and hazardous materials design mitigation measures concerning affected governmental agencies and private owners along tunnel alignment.
- Provide support for California Environmental Quality Act (CEQA) determination.
- Provide design of any necessary soil modification to existing site conditions prior to tunnel construction.
- Provide trench support criteria contract language for the ProjectProject, including design and performance criteria for cutting existing piles. "Project" consists of all tunneling and cut-and-cover elements of the project.
- Incorporate vibration and settlement control programs contract documents to ensure quality assurance of the construction methodology for the Project.
- Provide geotechnical and hazardous materials information and reports for the Project.
- Perform required Soil-Structure Interaction analyses, as determined by the Proposer team to meet SFPUC guidelines, for the tunnel alignment.
- Any required advanced numerical modeling including air surge analyses and computational fluid dynamics, as determined by the Proposer team, for the tunnel alignment and connections.

These Proposer responsibilities will be considered incidental to the numbered tasks.

The selected Proposer will work under the direction of the SFPUC Project Manager and the Project Engineer, in coordination with the Public Works Design Lead and other key team members.

Refer to Section 3.5 for other City staff responsibility.

3.4 Detailed Description of Tasks

The following is a detailed description of the tasks required to complete the assignment. As directed in Section 5 (Proposal Response Format) of this RFP, Proposer shall expand upon this description of work and/or add tasks to fully identify work and work products.

TASK 1. MANAGEMENT AND COORDINATION

Provide coordination for keeping project participants informed of progress, technical issues, and planned activities and events. Project participants include SFPUC staff in project management, engineering, planning and public outreach; independent experts; and other parties such as public agencies, affected property owners, contractors, and other consultants. For scheduling of design phase activities include three weeks for SFPUC review of each Proposer deliverable, unless otherwise noted. Perform coordination activities described below.

- 1.1. Based on the Project Approach, Coordination and Control (see Section 5.2.5), the Tasks (see Section 5.2.6) and the Overhead and Profit Schedule (see Section 5.2.11) submitted with the proposal, prepare Draft Project Management Plan & Draft Engineering Work Plan within three (3) weeks following NTP for review and acceptance by the SFPUC. City will have three (3) weeks to return comments and Proposer will have one (1) week to incorporate the comments. The Final Project Management Plan & Final Engineering Work Plan, including any updates or revisions, shall be submitted including all applicable comments within seven (7) weeks of the NTP. The Work Plan is intended to lay the groundwork for efficient execution of contracted engineering services. The Plan should include the following information:
 - 1.1.1 Project Team organization and responsibility;
 - 1.1.2 Proposer's Contract administration procedures;
 - 1.1.3 Cost and schedule control procedures;
 - 1.1.4 List of tasks and corresponding staff and budget;
 - 1.1.5 Detailed Critical Path Method (CPM) design schedule of tasks, milestones and deliverable due dates;
 - 1.1.6 File management and coordination guidelines to allow integration with project team members within SFPUC, consultant firms, agencies and others; and
 - 1.1.7 Detailed change control procedures to be in place no later than the 35% design level to track and control changes during design development particularly those impacting the project schedule and construction cost estimate. Schedule and construction cost impacts shall be identified and communicated to the SFPUC in a timely fashion.

- 1.2. Prepare for and conduct project kick-off meeting to review tasks, milestones, roles, and communication and coordination processes. Management & Engineering Work Plan will be discussed during orientation meeting.
- 1.3. Prepare for and attend coordination bi-weekly progress meetings until delivery of the final design package. Assume two (2) hours per meeting between SFPUC staff and two (2) senior project staff from the Proposer.
- 1.4. Prepare and make a presentation to, or lead a workshop for, the SFPUC of the design and cost estimate at the 35%, 65%, and 95% deliverable milestones. Each workshop shall be half day and shall be coordinated between the Proposer and SFPUC. Provide a copy of meeting minutes documenting key decisions and action items. SFPUC will consider alternative means of communications and coordination such as project web sites, email, or other methods to enhance efficiency of information dissemination, decision-making, documentation, and coordination, however, key presenters must be present at workshops. The Proposer may be required to lead these workshops.
- 1.5. Aid SFPUC in preparing for and presenting to Technical Steering Committee (TSC), Management Oversight Committee (MOC), Technical Advisory Panel (TAP), and/or other internal approval milestone meetings at the 35%, 65%, 95%, and 100% deliverable milestones. Proposer shall not include costs to pay TAP members for work on this Project. Provide a copy of meeting minutes documenting key decisions and action items.
- 1.6. Coordinate, document and disseminate responses to review comments on reports, memoranda, project documents and other work products.
- 1.7. Submit monthly progress reports, with highlights of work achievements during the past month, and work planned and important milestones for the upcoming month. Also for each task provide: (1) suggested updates to schedule (for discussion); (2) estimate of actual (not based on budget) percent complete; and (3) summary of current expenditures (man-hours, expenditure, and percent of task budget expended). The report shall identify any issues or scope changes that may affect overall cost and/or schedule of design and/or construction.
- 1.8. Maintain project files including all plans, reports, correspondence, calculations, review comments received on deliverables with corresponding responses, and other documents pertaining to the design. A fully collated, organized, indexed set of copies shall be transferred to the SFPUC within 20 working days of the 100% design completion, including copies of documents already passed to SFPUC during the assignment. Digital copies shall be kept on SFPUC's Sharepoint site. All documents shall be fully checked and signed off in accordance with the Quality Assurance and Quality Control (QA/QC) procedures.

Deliverables:

- Draft Project Management Plan and Engineering Work Plan, six (6) hard copies and one copy in digital format, within three (3) weeks from NTP.
- Updates to, Revisions to, and Final Project Management Plan and Engineering Work Plan, six (6) hard copies and one (1) copy in digital format, within seven (7) weeks from NTP.
- Meeting minutes for project meetings and workshops, one (1) copy in digital format.
- Presentation material for Technical Steering Committee (TSC), Management Oversight Committee (MOC), and/or other internal approval milestone meetings.
- Monthly Progress Reports, one (1) copy in digital format, within five (5) working days after the end of each month, complying with SFPUC staff addition, invoicing and progress payment procedures.
- Monthly invoices, three (3) hard copies, in accordance with City requirements.
- Project correspondence, calculations, and other project records, one (1) hard copy and one (1) digital copy within 20 working days of the 100% design completion.
- Responses to review comments, one copy in digital format.

TASK 2. QUALITY ASSURANCE/QUALITY CONTROL

- 2.1. Prepare QA Plan - The Proposer shall prepare and submit a Draft QA Plan within four (4) weeks following NTP, for review and acceptance by the City. The Final QA Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QA Plan shall be aligned with the SFPUC Infrastructure QA/QC Program and shall identify the Proposer's requirements and procedures for ongoing QA efforts, including but not limited to the following:
 - 2.1.1 Ensuring all work complies with applicable codes and standards and industry practices;
 - 2.2.2 Planning and executing systematic activities necessary to provide the City confidence that the contract documents will meet the given requirements and objectives.
- 2.2. Implement QA Plan - The Proposer shall implement QA procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QA shall be conducted prior to presenting deliverables to the City. Established QA procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high-quality, and compatible design. Establish QA procedures for successfully interfacing the planning and design with subconsultants and City personnel.

- 2.3. Prepare QC Plan - The Proposer shall prepare and submit a Draft QC Plan within four (4) weeks following NTP, for review and acceptance by the City. The Final QC Plan incorporating all applicable comments shall be submitted within three (3) weeks after receipt of City comments. The QC Plan shall be aligned with the SFPUC Infrastructure QA/QC Program and shall identify the Proposer's requirement and procedures for ongoing QC efforts including but not limited to the following:
- 2.3.1 Operational techniques and individual activities that focus on controlling or regulating the design processes to fulfill requirements for quality. The focus is on preventing ineffective contract documents that can lead to defective construction of the project's infrastructure.
 - 2.3.2 Procedures for reviewing, distributing, checking, backchecking, tracking, controlling, and cataloguing all documents;
 - 2.3.3 Procedures for resolving review comments; and
 - 2.3.4 Procedures for coordinating with the City project team and any independent Technical Advisory Panel and Value Engineering Panel, with input and direction from City staff.
- 2.4. Implement QC Plan - The Proposer shall implement QC procedures uniformly for all phases of the project resulting in high-quality deliverables with minimal construction change orders. At a minimum, internal QC shall be conducted prior to presenting deliverables to the City. Established QC procedures, to be employed by all team members, shall address the use of quality control review, calculation checking, design checking, AutoCAD (latest City version) reference to City Standards, interference checking, construction and operation issues, and other measures necessary to maintain a consistent, complete, high-quality, and compatible design.

Deliverables:

- Draft QA/QC Plan, six (6) hard copies and one (1) copy in digital format, within four (4) weeks from NTP.
- Final QA/QC Plan, six (6) hard copies and one (1) copy in digital format, within three (3) weeks from receipt of City comments.

TASK 3. REVIEW BACKGROUND INFORMATION

- 3.1. This task shall include the review of relevant project documents. At a minimum, the Proposer shall review the following:
- Folsom Area Stormwater Improvement Project – Needs Assessment and Alternatives Analysis Report
 - General Location Map
 - SFPUC General Seismic Requirements
 - SFPUC Infrastructure Division Project Design Procedures, including but not limited to:

- PD 1.04 Engineering Work Plans and Budgets for Planning and Design
 - PD 1.05 Drafting Standards
 - PD 1.06 Engineering Design Standards
 - PD 1.08 Engineering & Operations Design Interface & Coordination
 - PD 1.10 Construction Cost Estimating
 - PD 1.11 Design Progress Reporting
 - PD 2.04 Design Criteria
 - PD 3.01 Engineering Calculations
 - PD 3.02 Engineering Drawings
 - PD 3.03 Project Specifications
 - PD 3.05 Project Design Review Checklists
 - PD 3.06 Security and Coordination Development
 - PD 3.07 Corrosion Control
 - PD 3.08 Safety in Design
 - PD 4.02 Addendum to Advertised Contract
 - PD 4.03 Engineering Support During Bid Evaluation
 - PD 4.04 Engineering Support During Construction
 - PD 4.05 As-Built CAD Drawings
 - PD 5.01 Basics of Quality Control
 - PD 5.03 Technical Advisory Panels (TAPs)
 - PD 5.04 Value Engineering
 - PD 5.05 Design Reviews
 - PD 5.07 Formal Design Review Presentation
 - PM 5.03 Schedule Development and Control
 - PM 5.07 Monthly Progress Meetings
 - PM 6.01 Quality Assurance Program
 - PM 6.02 Quality Assurance Audits
- Relevant record drawings of Division Street Box Projects
 - Relevant record drawings of Channel Outfall Consolidation Project
 - Available geotechnical and hazardous materials investigation reports for the areas located in the vicinity of this project from SFDBI, SFPUC and SFPW libraries, as well as from other public/private projects/entities.
 - Record drawings for other facilities located in close proximity to this project, including but limited to, CalTrans, Caltrain ROW (right-of-way) crossing, Berry Street sewer, etc.
 - General Plan, Zoning, Community Plan, and other applicable plans and environmental documents.

Additional materials suggested for review include, but are not limited to, surveying data; aerial photos; topographic maps; ROW maps; impact avoidance and mitigation studies; design and as-built drawings related to the existing facilities; and information related to environmental studies.

Site reconnaissance and verification of existing site conditions and existing facilities/utilities may be conducted by request of the Proposer. Site entry must be coordinated through the Project Manager or Project Engineer.

After completing the review of all background information, the Proposer shall prepare a technical memorandum verifying the feasibility of the proposed design concept and identify any data gaps that must be completed prior to the commencement of the design of the Folsom Area Stormwater Improvement Project and related connections and facilities.

Deliverables:

- Draft and Final Technical memorandum confirming the adequacy and feasibility of the proposed design concept presented in the above documentation; identifying any data gaps that must be completed prior to the design of the tunnel; and presenting a schedule for recovery of the data gaps. This should be completed prior to finalizing a field geotechnical program.
- Draft Summary of Existing Geotechnical Data Report that compiles available geotechnical information, soil stratigraphy and soil property information. This will eventually become part of the Geotechnical Data Report (GDR).

TASK 4. DEVELOP SUPPLEMENTAL INFORMATION

The following are the responsibilities of the Proposer under this task:

- 4.1. Visit site to verify existing field conditions.
- 4.2. Obtain information on location of existing and proposed utilities and facilities, as needed for preparation of tunnel facilities background/contract drawings for construction bidding, by performing potholing work as needed to verify location of utilities and facilities that may conflict with tunnel facilities. All underground critical utility information identified through potholing work shall be recorded on a utility plan and on appropriate drawings, including requirements for additional research by the construction Contractor. The utility search and conflict resolution shall be coordinated with the applicable agencies and owners through the City and shall generally be in accordance with American Society of Civil Engineers (ASCE C-I 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). The selected Proposer shall provide design for any required relocation of utilities or facilities.

Re-evaluate proposed design and configurations based on any new utility findings, taking into account previous hydraulic analysis, to verify satisfactory performance.

- 4.3. Coordinate with local agencies, private owners and utilities through City representatives for surveying and utility location work. Aid SFPUC in obtaining access and/or environmental permits required to accomplish task by completing and processing permit applications, and by providing technical support, as needed, to

secure these permits. Any costs for permits will be reimbursed back to the Proposer with proper receipts/documentations via progress payments.

Deliverables:

- Utilities and Facilities Coordination Information. Prepare and submit one hard copy and one electronic copy of a memorandum summarizing the results of utility and facility location work. The memorandum, and accompanying documents, should record information on utilities and facilities that may conflict with the tunnel facilities. It should identify and record existing and abandoned utilities and facilities, utilities and facilities requiring relocation, and proposed utilities and facilities that would be impacted by tunnel facilities construction or may impact the completed tunnel facilities. Provide electronic and hard copies of potholing information including summary information and detailed field data.
- Technical Memo summarizing any recommended changes to construction method and/or tunnel alignment based on information provided. Provide six (6) hard copies and one (1) copy in digital format prior to 35% design phase.

TASK 5. SEISMIC, GEOTECHNICAL & HAZARDOUS MATERIALS INVESTIGATION AND SITE CHARACTERIZATION

Define and implement, with the City's input, a geotechnical investigation and site characterization program to determine required design parameters and to assess ground and groundwater conditions for the Project to the extent necessary to reduce uncertainty to a level that is sufficient for design. Proposer to provide proposed delivery schedule for all deliverables. The program shall take into account any previous work, investigations, and input from the City's geotechnical engineer to determine the number of tests and samples required before commencing the work. The geotechnical investigation and site characterization program for the Project, including City/other agencies ROW, shall include, but not be limited to, the items listed below.

- 5.1. Site exploration including, but not limited to, all necessary drilling and sampling boreholes and rock cores, test pits, cone penetration tests, sampling for soil and groundwater corrosivity tests, sampling for presence of hazardous materials in soil, rock, and groundwater, seismic refraction survey, and installation of groundwater observation wells. Site services shall also include in-situ testing and monitoring including, but not limited to, all necessary groundwater monitoring, hazardous gas monitoring and testing, hazardous materials testing, downhole logging, hydraulic conductivity testing, and disposal of spoils.
- 5.2. Laboratory testing including, but not limited to, material gradation and strength, index property testing, and testing for hazardous materials to assess soil, rock, and groundwater handling and disposal requirements and to assess the nature and extent of hazardous gases.

- 5.3. Assessment of seismic engineering properties including in-situ downhole or cross-hole testing as required. Task shall also include using multi-methods to derive soil strength profiles to satisfy any SSI numerical modeling requirements for Project, providing site-specific measurements of Vs and Vp (soil shear and P-wave velocities) for any required SSI analysis for Project, and deeper borings to rock to get required information for any SSI analysis for Project, as deemed necessary by the Proposer and the City.
- 5.4. Develop and conduct a specific study to assess mechanized excavation by tunnel boring machine, or other trenchless operation methods as well as any appropriate open cut operation for the Project. The study shall include appropriate laboratory testing of the materials for any type of mechanized excavation method considered by the Proposer. Other than laboratory testing, the results of the study shall be presented in a technical memorandum that will not be incorporated as a bid document.

Deliverables:

Provide the deliverables described below. There will be City Geotechnical and Environmental Staff who will provide oversight on this task in addition to Proposer's own QA/QC process as dictated in Task 2, but overall responsibility of this task remains with the Proposer.

- Draft and Final Geotechnical & Hazardous Materials Investigation and Site Characterization Work Plan: The plan shall describe the supplemental geotechnical and hazardous materials investigation and site characterization program. The plan shall describe the needs for the analyses and design for the various structures and how the corresponding field and laboratory information will provide the input for those needs. Applicable portions of the plan shall provide sufficient detail for obtaining permits for fieldwork and for use by public information staff to notify affected public in advance of fieldwork. Environmental review, studies, and investigations include and are not limited to studying and summarizing files on past environmental and groundwater investigations, environmental and geotechnical records of Department of Toxic Substances Control and other regulatory agencies. This work plan shall be reviewed and accepted by the SFPUC prior to proceeding with the program work. Provide six (6) hard copies and one (1) electronic copy of draft and final plans.
- Draft and Final Geotechnical and Hazardous Materials Investigation Data Report (GDR): The report shall provide factual data and information obtained from the geotechnical and hazmat investigation efforts. Provide six (6) hard copies and one (1) electronic copy of draft report. Provide eight (8) hard copies and one (1) electronic copy of final report.
- Draft and Final Seismicity Report: The report shall document site specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction, lateral spreading, and any other possible ground failure modes; design ground motions; methods of analysis; tunnel facilities stress/strain calculations including impact on any lining; equivalent linear and nonlinear site response analysis (SRA); and risk assessment

related to ability of tunnel facility to remain operational after design-level seismic event. Provide six (6) hard copies and one (1) electronic copy of draft and final reports.

- Draft and Final SSI Report for Tunnel: The report shall summarize the soil-structure interaction analysis plan, which should be submitted for approval prior to commencing SSI work; the rationale for the proposed analysis procedure, necessary background information, software tools to be used such as PLAXIS, FLAC or LS-DYNA, and the analysis results. Provide six (6) hard copies and one (1) electronic copy of draft and final reports. This report may be combined with the Tunnel Design Report under Task 8.
- Draft and Final Technical Memorandum on Mechanized Excavation: The memorandum should evaluate mechanized excavation methods considered by Proposer and provide recommendations as to the types of construction methods that will be allowed or excluded for tunnel construction. The memorandum shall also address any need for soil stabilization. Provide six (6) hard copies and one (1) electronic copy of draft and final memorandum.
- Draft and Final Geotechnical Interpretive Report (GIR) and/or Geotechnical Design Memorandum (GDM): This report shall provide interpretation of information and recommendations to be used in project design. The report shall document site-specific conditions related to seismic sources, ground motions and fault offset; assessment of liquefaction and lateral spreading; design ground motions; methods of analysis; tunnel facilities stress/strain calculations including impact on tunnel and associated infrastructure; and risk assessment related to ability of tunnel and facilities to remain operational after a design-level seismic event. Furthermore, geotechnical recommendations shall be provided for design of Project, including tunnels, shafts, cut-and-cover sewer work, shallow and deep foundations, excavation compaction, grading and sub-grade preparation. Provide six (6) hard copies and one (1) text-searchable electronic copy of draft and final GIR. Submit draft with submittal of 65% plans, specifications, and construction cost estimates.
- Draft and Final Hazardous Materials Assessment, including Environmental Site Assessment Phase I and II: This assessment report shall provide estimated locations of soils and groundwater containing hazardous constituents. The report shall provide information for developing methods and locating sites for handling, treatment, storage and disposal of excavated materials. The report shall be used for design of materials management on the project, including preparation of contract specifications regarding testing of excavated materials during construction and handling and disposal of clean and contaminated soils and groundwater. The report shall provide information on the presence of hazardous gases and materials. Provide six (6) hard copies and one (1) electronic copy of draft and final assessment report.
- Other Reports: Other reports may be requested dependent on geotechnical evaluations and recommendations. Such reports may address settlement estimates and monitoring or other measures identified by Proposer or SFPUC.

- All Final Geotechnical and Hazardous Materials Investigation data and reports shall be made available for construction bidder's review during construction advertisement for bidding purpose.

TASK 6. PERMITS AND AGREEMENTS

6.1. Obtain access or environmental permits required for fieldwork associated with Task 5. Obtain or assist in obtaining permits and approvals necessary for project implementation, including land acquisition. Proposer to complete and process permit applications, and provide technical support as needed to secure permits. Permits will require compliance with State and Federal Endangered Species Act and the National Historic Preservation Act, Section 106. Fieldwork shall be performed in consideration of public safety, per industry standards, and in accordance with applicable permit and environmental regulations, traffic control guidelines, and guidelines published by the SFPUC Land and Resource Management Section.

Approvals and permits that could be required include, but are not limited to:

Entities/Agencies	City	Proposer
PCJPB (Caltrain)	•	X
Caltrans	•	X
Bay Conservation Development Committee (BCDC)	X	•
Union Pacific Railroad	•	X
US Army Corps of Engineers	X	•
California High-Speed Rail Authority	•	X
CEQA	X	•
Regional Water Quality Control Board	X	•
California Fish and Game	X	•
US Fish and Wildlife Service and National Marine Fisheries Service	X	•
State Lands Commission	X	•
San Francisco Department of Public Health	X	•
CAL-OSHA Tunneling and Mining	•	X

Department of Toxic Substances Control (DTSC)	•	X
San Francisco City Planning and Building Inspection	X	•
San Francisco Arts Commission	X	•
Private Property Owners	X	•
San Francisco Municipal Transportation Agency	X	•

X Indicates Lead Responsible Party
• Indicates Supporting Party

This task also includes incorporating mitigation measures into the design documents to mitigate impacts to affected property owners and agencies and assisting SFPUC to securing agreements with the affected parties prior to construction bidding phase.

Deliverables:

- Copies of all approved permits and approvals timely obtained by Proposer.

TASK 7. ADVANCED HYDRAULIC NUMERICAL MODELING

7.1. Perform computational flow dynamic (CFD) modeling of Project to evaluate any occurrences of surface bores and other surge-related phenomena that can potentially occur due to rapid filling of the tunnel and other hydraulically connected infrastructure in the project vicinity. Additionally, the CFD modeling will evaluate system air flow, including transient air surge and requirements for venting. Based on the findings, CFD modeling may be used for the sizing of drop structures, tunnel shafts and venting structures. Modeling shall include tunnel element, connection points, and all appropriate infrastructure within appropriate modeling boundaries. Model runs shall include SFPUC’s LOS storm, as well as two additional hydraulic or hydrologic scenarios to be selected by SFPUC staff.

TASK 8. TUNNEL ENGINEERING DESIGN & DESIGN SUPPORT TO CITY STAFF

The following are the responsibilities of the Proposer under this task:

Establish design criteria and provide engineering design, environmental mitigation, contract documents, and cost estimates for a complete detail design construction advertising package for tunnel facilities including tunnel shafts, shoring, tunnel, liner pipeline, waterproofing, temporary sewer facilities required to build project without affecting current operations, all connections between temporary shaft and tunnel, and all connections between permanent structures and tunnel. The Proposer shall determine the distance along all box and sewer structures from all tunnel connection points that may be seismically impacted, and provide

design recommendations for these segments. Design under this task also includes necessary soil stabilization methods (i.e. jet grouting) to existing surface facilities (i.e. 101 Freeway, Caltrain Railroad services, etc.), and trench support and pile cutting criteria contract language for Project. Prepare work products including design reports, contract plans, specifications, cost estimates, and construction schedules. The tunnel design is to be developed to meet the seismic provisions as per SFPUC General Seismic Requirements and per direction of SFPUC. Evaluate constructability of the recommended tunnel diameter based on the conditions of the proposed alignment.

- 8.1. Preliminary and final design reports by the end of the 35% and 95% Design Phase; respectively. Format the preliminary design report to allow augmentation and expansion of report sections into a final design report. Subjects to be addressed in design reports will include, but not be limited to: design criteria, tunnel alignment, shaft locations, drop type, muck disposal, tunnel and shaft groundwater control and disposal, tunnel and shaft construction methods, initial tunnel support, type of liner pipeline (including its durability), waterproofing, ancillary facilities, operation and maintenance issues related to design (including tunnel dewatering), independent assessment of ability of tunnel design to meet seismic provisions, construction traffic impacts, power and other utility requirements, access road alignments, staging area requirements, instrumentation plans, design calculations, internal hydraulic pressure information provided by SFPUC, constructability, corrosion protection, construction cost estimates, and construction schedules. Detailed evaluation of potential impact on adjacent structures should also be included and the use of empirical and numerical analysis tools that will be used for the evaluation will be described.
- 8.2. Plans and Specifications for all tunnel facilities at approximately 35, 65, 95 and 100 percent levels of completion. Plans and specifications shall be prepared in a format as specified by City. For each submittal, provide written responses to City review comments and incorporate appropriate changes to plans and specifications based on review comments. In this request for proposals, “plans and specifications” is used synonymously with “contract documents”. Work with City staff to complete preparation of Special Provisions, and Divisions 0 and 1 of the project specifications including, but not limited to, providing technical project requirements, schedule requirements and constraints, hazmat mitigation specifications, and incorporating all applicable environmental mitigation requirements. Contract drawings shall be in a format as specified by City.
- 8.3. Work with City staff to complete preparation of Special Provisions, and Division 0 and 1 of the project specifications, as they pertain to hazardous materials including, but not limited to, providing technical project requirements, schedule requirements and constraints, and mitigation specifications. Contract drawings shall be in a format as designated by the City.

8.4. Construction cost estimates (based on City's latest format) at 35, 65, 95 and 100 percent levels of design completion. The 35% cost estimate submittal shall be a Class 4 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. The 65% cost estimate submittal shall be a Class 3 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. The final cost estimate shall be a Class 1 estimate as defined by the Advancement of Cost Estimating International (ACEI), Recommended Practice No. 17R-97. Provide construction schedules (in latest SFPUC standard software) at 35, 65 and 95 percent levels of design completion, showing major milestones and activities. The schedule shall be a reasonable representation of an average contractor's plan of operation to complete the work. The schedule shall utilize the precedence diagramming method of network analysis and show a single critical path. The schedule and network diagram shall include, but not limited to, the following activities:

- Acquisition of key permits
- Major equipment procurement
- Major submittal review activities with Acquisition of key permits
- Major equipment procurement
- Major submittal review activities with at least two review cycles at two weeks to review and two weeks to resubmit
- Construction work activities
- Milestones and scheduling constraints
- Allow time for the contractor's equipment start-up and testing, material fabrication, mobilization, closeout, and demobilization.
- Required coordination activities by City-resources
- Other activities that a contractor would perform

The schedule shall clearly show predecessors and successors, start/finish dates based on an SFPUC-determined "notice-to-proceed" date. It shall also show City holidays and other non-work days (i.e. anticipated moratoriums, special events, etc.).

On a separate document, each activity shall be cross-referenced with a narrative description. Each activity shall also be referenced to an estimated cost and the resources used. The narrative shall describe the work in the activity and explain/justify the estimated cost, resources, and duration.

8.5. Technical Memorandum on Mechanized Excavation and Shoring Systems to evaluate mechanized excavation and shoring methods and determine their feasibility and suitability for Project. Proposer shall provide recommendations as to the types of

construction methods that will be allowed and excluded for the Project. The memorandum shall also address any need for soil stabilization.

- 8.6. Summary Report on Hazardous Material Mitigation. The report shall identify potential hazardous material impacts and the respective mitigation measures in the operation to mitigate soil, rock, and groundwater contamination and remediation at contaminated sites where the tunnel may pass through.
- 8.7. Risk Assessment. Proposer shall identify areas of the design that carry risk during construction and conduct workshops at 35% and 95% design for Project. Proposer shall identify and quantify probabilities and consequences of these risks and determine appropriate mitigation measures. A risk register documenting these risks shall be prepared by 65% design and updated at 95% design phases.

City staff and independent third party reviewers will perform review of work products. For review comments provided by City, maintain a spreadsheet with responses indicating how the comments were addressed.

Provide the deliverables described below. For design reports provide draft and final versions. Design phase information may be provided in different formats than described below if approved by the City. A budget for optional services will be presented for SFPUC approval to address unforeseen needs and conditions.

Deliverables:

- Design Reports: Provide six (6) hard copies of preliminary and final design reports, and one (1) electronic version.
- Design Criteria Report: Provide six (6) hard copies of preliminary and final design criteria reports per SFPUC Design Procedures PD2.04.
- Plans and Specifications: Provide plans and specifications for all design elements that the Proposer is responsible for at approximately 35, 65, 95 and 100 percent levels of completion. Plans and specifications shall be prepared in compliance with standard City procedures following the CSI MasterFormat. For each submittal, provide written responses to City review comments, and incorporate changes to plans and specifications that are based on review comments and are acceptable to Proposer. In this request for proposals, “plans and specifications” is used synonymously with “contract documents”. Provide thirty (30)-half size bound copies, one (1) half-size unbound copy, two (2) full-size bound copies, and one (1) full-size unbound copy for plans. Provide one (1) electronic copy of the 100 percent submittal in both Adobe Acrobat .pdf and native formats. Electronic copy shall include full size drawings set for stamp & signatures in AutoDesk .dwg format, and contract specifications in Microsoft Word .docx format.
- Construction Cost Estimates, Schedules and Technical Memorandum: Provide construction cost estimates at 35, 65, 95 and 100 percent levels of design completion.

Provide construction schedules at 35, 65 and 95 percent levels of design completion, showing major milestones and activities.

- Draft and Final Technical Memoranda on Mechanized Excavation and Shoring: Provide ten (10) hard copies and one (1) text-searchable electronic copy of draft and final memoranda.
- Draft and Final Geotechnical Baseline Report (GBR): Prepare geotechnical reports in accordance with the American Society of Civil Engineers (ASCE) document entitled “Geotechnical Baseline Reports for Underground Construction” dated 2007 or most recent edition. This report is to provide baseline information to be used in preparation of construction bids. Provide six (6) hard copies and one (1) electronic copy of draft and final GBR. Submit draft with submittal of 65% plans, specifications and construction cost estimates.
- Draft and Final Summary Report on Hazardous Material Measures of Tunnel Design: This report is to provide sufficient information on presence of hazardous material and disposal or remediation measures of the tunnel design and operation to lead regulatory agencies on sites where environmental site cleanup is required and the tunnel will pass through for review and comments. The report shall identify potential hazardous material impacts and the respective mitigation measures of the tunnel design and operation to the soil and groundwater contamination and remediation at sites where the tunnel passes through. Provide six (6) hard copies and one (1) electronic copy of the draft report. Provide six (6) hard copies and one (1) electronic copy of the final report.
- Risk Workshop and Draft and Final Risk Assessment Register Technical Memorandum and Matrix Table: Conduct two (2) one-day workshops to review risks with key stakeholders at 35% and 95% design for Project. Provide ten (10) hardcopies and one (1) electronic copy of draft and final technical memorandum and matrix table. Risk register and matrix table shall be prepared by 65% design and updated at 95% design phases. This document is subject to review, comment, and revisions by City Staff and a Construction Management consultant.

TASK 9. TECHNOLOGY TRANSFER/CROSSTRAINING

- 9.1. Conduct training sessions in areas related to the scope of services in this RFP, with the objective of transferring technical design knowledge and skills to City staff. While training topics will be determined jointly with City during the Design Phase, potential training topics may include but not be limited to the following: tunnel safety, maintenance and rehabilitation strategies for tunnels, construction management of tunnel projects, pipeline fault crossing design, retrofitting of portals and pipelines for seismic hazards, geotechnical considerations related to rock or mixed soil tunnel design, tunnel lining design, tunneling methodology and shaft construction, alternative tunnel portal designs.

Services to be provided under this task include preparing, coordinating and providing training sessions, both in the field and in the office. These training sessions (field visits and in-office seminars at SFPUC Headquarters) shall be independent of the other workshops held for this project, other services provided for other tasks, and any marketing efforts by the Proposer. Sessions shall be technical in nature, tailored to the specific audience, non-branded, and shall make efficient use of materials developed under other tasks in this scope of services.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$30,000 for this task.

TASK 10. COMMUNICATION AND PUBLIC OUTREACH

10.1. Provide assistance for public participation and public outreach activities (three [3] public meetings) in support of the detailed design of the Folsom Area Stormwater Improvement Project. These include, but are not limited to the following types of activities:

- Assistance with Collateral Material. Assist City staff in creating illustrative displays, videos, and other collateral material for distribution and to support public meetings as related to the design work being performed.
- Public Presentations. Attend and present at public forums about the Folsom Area Stormwater Improvement Project specific to the tunneling engineering and hazmat aspects of this project.
- Assist SFPUC with tunneling contractor outreach.
- Other outreach services as needed.

Such communication and public outreach activities include evening and/or weekend community meetings.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$100,000 for this task.

TASK 11. SSI ANALYSES FOR THE REMAINDER OF THE PROJECT

11.1. Soil-structure interaction analyses, as directed by the City, for the remainder of the Project (i.e., for the cut-and-cover elements and permanent structures), shall be performed only as directed by the City.

Deliverables:

- Detailed SSI Analysis Plan for the remainder of the Project based on the understanding of the structure and site conditions, subject to review and approval by the City. The plan shall include a description of software tools to be used, such as PLAXIS, FLAC or LS-DYNA. Provide six (6) hard copies and one (1) electronic copy of the SSI Analysis Plan.

- Early Stage Analysis Report for the remainder of the Project to include soil properties selection for analysis input and evaluation for performance of structures under seismic and static loads. The report is subject to review and approval by the City. Provide six (6) hard copies and one (1) electronic copy of Early Stage Analysis Report.
- Final SSI Report for the remainder of the Project to summarize the analysis results, necessary background information for the elements including, but not limited to, the cut-and-cover elements, permanent structures, and the joints between tunnel and shafts/boxes. The report is subject to review by the City. Provide six (6) hard copies and one (1) electronic copy of draft and final reports.

For budgeting purposes and the preparation of the Overhead and Profit Schedule, provide an allowance of \$150,000 for this task.

*The following tasks are **optional**. Work on these tasks shall not be initiated without prior authorization from the SFPUC, and amendment of the contract as applicable. Note that the “not-to-exceed” amount for the Agreement does not include funds for these optional services.*

TASK 12. BID PHASE SERVICES – OPTIONAL

- 12.1. Provide engineering support services during the bidding period, including: attending and making a presentation at a pre-bid conference, responding to questions as directed by the SFPUC Project Manager, taking notes on questions that may arise, providing written responses to bidder inquiries, preparing addenda to contract documents, assisting SFPUC in the analysis and evaluation of bids, and reviewing product substitutions.

Deliverables:

- Written responses to bidder inquiries.
- Addenda to contract drawings and specifications. Provide written addenda and related drawing revisions. Written addenda shall be in Microsoft .docx format, and drawing revisions shall be in Adobe .pdf format, AutoDesk .dwg format, and signed and stamped paper copy. Transmission of electronic files shall be by Sharepoint or other method acceptable to SFPUC, and no information shall be transmitted to bidders without SFPUC consent.

Bid Phase Services may be negotiated when project approaches 100% design phase. No budget shall be included in the Overhead and Profit Schedule for this task.

TASK 13. PROVIDE ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION - OPTIONAL

- 13.1. Provide engineering support to SFPUC during construction phase. This includes but is not limited to the following:

- Review and provide written responses to shop drawings, submittals, RFI's, change orders and substitution requests from the Contractor through the City.
- Assist Construction Management staff in responding to or negotiating claims and change orders.
- Review and assist Construction Management staff to enforce Contractor's environmental work plan/submittal to ensure intended mitigations are in place.
- Review and assist Construction Management staff to enforce tunneling and temporary shoring work plan submittal to ensure intended mitigations are in place.
- Attend and participate in project progress meetings at the site and issue-specific meetings at job sites and SFPUC offices (as needed).
- Identify construction phase items requiring presence of engineer in the field and coordinate with Project Engineer.
- Provide field engineering support to Construction Management during construction.
- As-needed redesign or new designs.

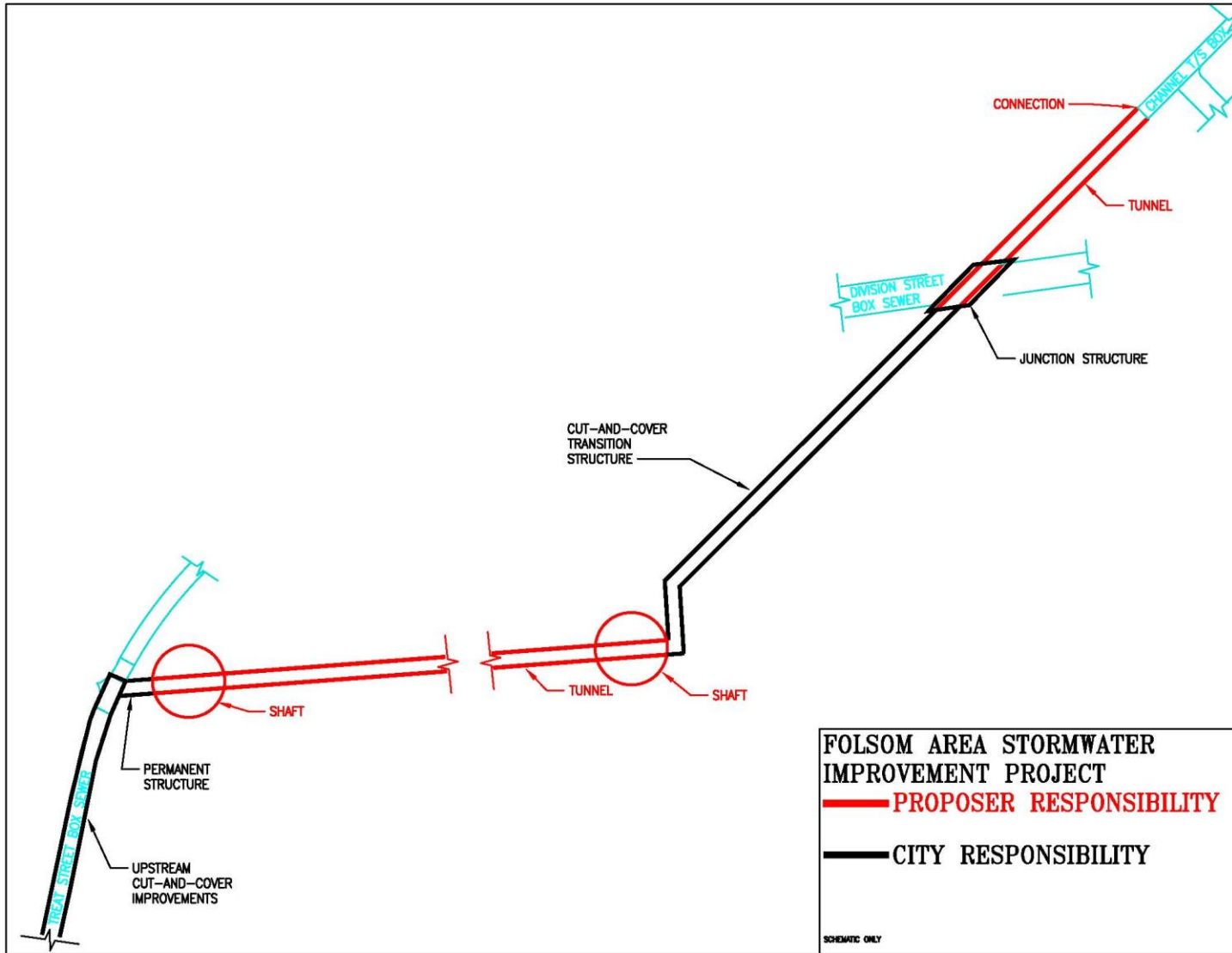
Engineering Support Services during Construction may be negotiated when project approaches 100% design phase. No budget shall be included in the Overhead and Profit Schedule for this task.

3.5 City Staff Responsibilities

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

- Design of all cut-and-cover sewers and structures within the project area, outside of the proposed tunnel alignment, including any box sewers/structures between tunneling segments.
- Refer to Figure 2 for designation of responsibilities. Definition and designation of responsibilities are subject to change depending on recommended construction methodology determined during the design phase.
- 1D- and 2D- hydraulic and hydrologic modeling for the Project.
- City will be responsible for writing the hazardous materials specifications for the Project based on the selected Proposer's investigative findings, research, recommendations, and mitigation plans.

Figure 2: Delineation of Design Work



3.6 General Obligations

This section applies in full when the Proposer is asked to provide “standard engineering design” (i.e., Proposer assumes lead designer role as in Task 8 of Section 3.4) and it applies as appropriate when the selected Proposer is asked to contribute to SFPUC designs (i.e., SFPUC assumes lead designer role). All documents generated by the Proposer as part of this project shall be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the Construction Specifications Institute (CSI). All deliverables shall be submitted, depending on their type, separately in draft and final document format. Final documents shall be inclusive of all comments and/or issues raised during the review of draft documents.

All draft and final deliverables shall be submitted in six (6) bound and one (1) unbound hard copies and one (1) digital copy, unless otherwise specified. All digital deliverables shall be in the latest version of the native software, unless otherwise directed.

Based on the CEQA determination, incorporate all applicable environmental mitigation requirements within the project boundaries in the design and construction contract documents (plans and specifications). Include as appropriate language to ensure construction contractor compliance with mitigation requirements contained in environmental review and permit documents.

Where interim submittals for review are called for at 35%, 65%, 95% and 100%, a red-marked copy shall also be submitted, showing checker comments as proof of QA/QC adherence. Drawings shall be submitted as 15 half-size bound copies, one (1) half-size unbound copy, two (2) full-size bound copies, and one (1) full-size unbound copy, unless otherwise specified. Digital copies shall include required drawings in latest AutoDesk .dwg and Adobe Acrobat .pdf formats, and required specifications and design reports in Microsoft .docx and Adobe Acrobat .pdf formats. The following descriptions indicate the content of those interim design submittals to be presented to the SFPUC.

A. 35% Design

Documents shall encompass the following:

- Definition of the facility to sufficiently identify all major elements required, verification of feasibility of the design, and a list of permit requirements;
- Definition of construction contract packaging, if required;
- Preliminary horizontal (plans) and vertical alignments (sections and profiles) of the elements being designed; excavation and excavation/shoring support methods; methods of groundwater control, handling, and treatment; identification of any road

- relocations and traffic control; utility search;
- Coordination with City Design Team to establish location of near-surface and surface facilities associated with the elements being designed;
- Design Criteria based on inclusion and expansion of criteria supplied by the SFPUC, most particularly the program seismic design criteria;
- Summary of design approach, and identification of design issues; outline of specifications; and
- Drawings, in conformance with SFPUC standards, a construction schedule; and a construction cost estimate ($\pm 30\%$ accuracy). The 35% construction cost estimate will be used as a baseline estimate for monitoring design development impacts.

B. 65% Design

Documents shall encompass the following:

- Documents shall incorporate SFPUC and project team comments from 35% submittal;
- Integration of drawings and specifications with those produced by City Design Team, including appropriate drawing numbers, match lines, and cross referencing on all drawings;
- A preliminary list of pre-purchased materials and equipment;
- Updated technical specifications; contract plans/drawings; and bid item descriptions including method of payment to integrate with SFPUC standard descriptions;
- Updated detailed construction cost estimates ($\pm 20\%$ accuracy) and construction schedule; and
- Permit applications with supporting documents submitted to SFPUC for review and acceptance prior to sending to the appropriate agency as required.

C. 95% Design

Documents shall encompass the following:

- Documents shall incorporate SFPUC and project team comments from 65% submittal;
- Incorporation of design interfaces and coordination issues relevant to designs performed by the SFPUC;
- Incorporation of environmental mitigation measures provided by SFPUC into contract documents;
- Updated detailed construction cost estimates ($\pm 10\%$ accuracy) and construction schedule; and
- Completion of construction documents and packages for integration with contract

plans/drawings and specifications produced by the City Design Team. The package shall be ready for stamping and signatures by the Engineer of Record and for review by SFPUC Contract Preparation staff.

D. 100% Design

Documents shall encompass the following:

- Finalized, signed and wet stamped plans and specifications inclusive of all comments generated by SFPUC Contract Preparation staff, reflecting SFPUC and Project Team comments on 95% design documents, and final QA/QC audit;
- A detailed itemized final construction cost estimate ($\pm 10\%$ accuracy) together with a CPM construction schedule;
- All final signed and wet stamped analysis results, design calculations, design report, geotechnical, hydraulic, survey and other reports submittals as described within the Scope of Services; and
- All necessary permit applications with supporting documents submitted to SFPUC for review and acceptance prior to sending to the appropriate agency as required.

The final submittal shall encompass one (1) bound copy and one (1) unbound copy of reports; one (1) reproducible stamped and signed master set of the construction documents; and one (1) digital copy of the drawings in AutoCAD and pdf, and all other remaining documents.

All Proposer submittals shall be compatible with the SFPUC standards to allow easy entry into the SFPUC Document Control System.

The Proposer shall stamp and sign drawings by the Proposer that form part of the bid and construction drawings. Technical memoranda and reports shall also be stamped and “wet” signed.

3.7 Community Benefits

See Section 5.2.12 of the RFP for Community Benefits Submittal Instructions and Appendix B of the RFP for SFPUC’s Community Benefits Program Supporting Documents.

4 Minimum Qualifications

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

4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications

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

To qualify for award of the Agreement, the Prime Proposer or Joint Venture must demonstrate relevant expertise to successfully perform their role and responsibilities in the scope of services described in this RFP and additional expertise in Tunnel Engineering.

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

- A minimum of fifteen (15) years of experience in the business of planning, design, and construction management of sewerage tunnels and large pipeline projects of at least the size, type, and scope of services specified in this RFP in dense urban metropolitan areas.
- Experience successfully designing at least one (1) large underground tunnel in seismically active areas.
- Demonstrated experience in management of risks related to variable site conditions, geotechnical investigation and characterization, seismic analysis and design, construction cost estimating and scheduling, constructability assessment and performing QA/QC of large sewerage projects within high seismic zones.

The Prime Proposer or Lead JV Partner shall demonstrate proven experience in managing and leading.

4.2 Non-Lead Joint Venture (JV) Partners Qualifications

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

- A minimum of ten (10) years of experience in the business of planning, design, and/or construction management of sewerage tunnels and large pipeline projects of at least the size, type, and scope of services specified in this RFP in dense urban metropolitan areas.

4.3 Soil-Structure Interaction Analysis Team Qualifications

To qualify as the **Soil-Structure Interaction Analysis Team** that will provide technical services described in this RFP, the team must possess the following:

- A minimum five (5) years of Soil-Structure Interaction analysis experience, preferably in California and specifically the San Francisco Bay Area.
- Experience in Soil-Structure Interaction modeling, model calibration, analysis and interpretation for tunnels, vertical shafts and tunnel to shaft connections in soft soil, mixed soil and high seismic zones.
- Experience in at least three (3) verifiable Soil-Structure Interaction analysis projects with analysis model size similar or bigger, and project features similar to the proposed project.

4.4 Key Team Member Qualifications

For all Key Team members listed below:

- All Key Team personnel (except Project Manager) and other staff providing design services must be licensed to practice engineering in California in the appropriate fields of civil engineering, structural engineering, geotechnical engineering, or other disciplines applicable to the services provided.
- Provide the individual qualifications for the Key Team members; Lead Tunnel Engineer, Geotechnical Engineer, Structural Engineer, Hydraulic Modeler, Environmental Engineer/Scientist and Project Manager.
- All Key Team members must provide letters of commitment as outlined in Section 5.2.3 (Qualifications Summary).
- Proposers are required to demonstrate conformance to the qualifications described below as related to each position.

4.4.1 Project Manager

To qualify as the Project Manager for this RFP, an individual must possess the following:

- A minimum ten (10) years of experience in the managing of planning, design, and construction of large underground sewer infrastructure in an urban setting, including EITHER:
 - at least two (2) large, preferably wastewater, tunnel projects (at least of the size, type, and scope of services specified in this RFP) in high seismic zones; OR
 - at least one (1) large, preferably wastewater, tunnel project (at least of the size, type, and scope of services specified in this RFP) in San Francisco.
- Management and technical expertise necessary for effective management of services and staff for similar projects involving multiple disciplines and firms, and specifically projects with integrated designs between consultant staff and agency/owner personnel.
- Registration in his/her technical discipline.
- Strongly preferred to be locally based in the San Francisco Bay Area.

4.4.2 Lead Tunnel Engineer

To qualify as the Lead Tunnel Engineer for this Agreement, an individual must possess the following:

- A minimum of fifteen (15) years of experience in the design of large underground sewer infrastructure, including at least three (3) large sewerage tunnels (at least of the size, type, and scope of services specified in this RFP) and shafts in mixed ground conditions (including soft ground and bay mud) below the water table employing tunnel boring machine with a precast concrete segmented lining or other recommended designs pertinent to this subject project's conditions within high seismic zones.
- Experience serving in role with lead responsibility for development and coordination of tunnel engineering, integrated project design work between consultant and agency/owner staff, GBR and site characterization/environmental reports, completion of design reports, and completion of design packages with signed and sealed contract drawings and specifications. Tunnel Engineer's experience shall include at least two (2) verifiable mixed ground tunnel designs, as required above.
- Registration in his/her technical discipline in California.
- Strongly preferred to be locally based in the San Francisco Bay Area.

4.4.3 Structural Engineer

To qualify as the Structural Engineer for this RFP, an individual must possess the following:

- A minimum of ten (10) years of experience in the design and construction of large

underground sewer infrastructure, including shafts for at least two (2) large sewerage projects of at least the size, type, and scope of services specified in this RFP within high seismic zones.

- Experience in design and construction of standard and specialty trench support systems for non-circular deep cut-and-cover operations similar to the non-tunnel aspects of this project.
- Registration in his/her technical discipline in California.
- Strongly preferred to be locally based in the San Francisco Bay Area.

4.4.4 Geotechnical Engineer

To qualify as the Geotechnical Engineer for this RFP, an individual must possess the following:

- A minimum ten (10) years of geotechnical investigation and site characterization experience, preferably in California and specifically the San Francisco Bay Area.
- Experience in design and construction of tunnels in mixed ground conditions below the groundwater table, development of characterization plans, performance of exploration work, performance of geologic/geotechnical interpretations, and development of geotechnical reports for the design and construction of tunnels in high seismic zones.
- Experience in at least three (3) verifiable tunneling projects with features similar to the proposed project.
- Registration in his/her technical discipline in California.
- Strongly preferred to be locally based in the San Francisco Bay Area.

4.4.5 Hydraulic Modeler

To qualify as the Hydraulic Modeler for this RFP, an individual must possess the following:

- A minimum of five (5) years experience with computational flow dynamic modeling of wastewater collection/conveyance infrastructures.
- Expertise in rapid filling of flow and associated water surge and transient air surge situations in tunnels, deep pipes, and drop shafts.
- Experience with physical modeling is highly desirable.

4.4.6 Environmental Engineer/Scientist

To qualify as the Environmental Engineer/Scientist for this RFP, an individual must possess the following:

- A minimum of ten (10) years experience in soil, groundwater, and hazardous materials investigation for tunnel alignment design and construction.
- Experience in construction debris management, groundwater treatment systems, and

soil, rock, and wastewater disposal.

- Experience in working with the public, regulatory agencies, property owners, and the City and County of San Francisco in issues associated with site contamination.
- Experience in hydrogeologic evaluation of groundwater contamination.
- Strongly preferred to be locally based in the San Francisco Bay Area.

5 Proposal Response Format

5.1 Proposal Submission

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

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

5.2 Proposal Requirements and Format

Detailed proposal response requirements are listed below and on the online response form within SFBid (“Proposal Response Form”). Please refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. As stated 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 Joint Venture (JV) is responding to this RFP, the Lead JV Partner. Proposer must agree to the following commitments listed below and in the Proposal Response Form:

- Proposer has reviewed the Conflict of Interest Section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the ability and qualifications to conduct the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Professional Services Agreement (P-600) (see Appendix A);
- Proposer agrees to fully comply with all applicable laws, including San Francisco’s laws.

5.2.2 Executive Summary

Proposer must provide an executive summary that:

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

5.2.3 Qualifications Summary

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

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 shall demonstrate proven experience in managing and leading.

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

Specifically, Proposer must clearly demonstrate that the Soil-Structure Interaction Analysis Team meets all the minimum qualification requirements outlined in Section 4.3 of the RFP.

5.2.4 Reference Projects

5.2.4.1 Proposer References

Proposer must provide a description of the three (3) most recent projects previously managed by the Prime Proposer or JV Partners within the last 10 years. If a JV, each JV Partner shall provide at least one (1) of the three reference projects. Reference projects must be of the size, type, and scope of services specified in this RFP. Among the three projects, the following experience must be validated: at least one (1) of the three (3) projects must clearly demonstrate experience successfully designing large underground tunnels in seismically active areas as stated in RFP Section 4.1.

The descriptions shall include:

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

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

5.2.4.2 Soil-Structure Interaction Analysis References

Provide descriptions of three (3) verifiable Soil-Structure Interaction analysis projects with analysis model sizes similar to or larger than the subject project, and project features similar to the proposed project as stated in RFP Section 4.3. Where prompted in the Proposal Response Form, provide:

- Project name;
- Project scope summary;
- Dates when the project was performed;
- Soil-Structure Interaction Analysis costs;
- Soil-Structure Interaction Analysis Team's role and responsibilities in the project;
- Soil-Structure Interaction Analysis Team members who worked on the project; and
- Client name, reference, and contact info.

Provide reference project descriptions for the three (3) most recent projects that are relevant to the services requested in this RFP. Failure to submit the most recent, relevant projects may be considered non-responsive and/or result in the loss of points.

5.2.4.3 Reference Process

As part of the submittal package, Proposers and the Soil-Structure Interaction Analysis Team, as applicable, must each sign and return the Release of Liability (waiver required for reference checks), see Appendix K. A proposal that fails to provide a properly executed waiver for Release of Liability, signed by the Prime Proposer, or if a JV, by all JV partners, and, if applicable, by the Soil-Structure Interaction Analysis Team, may receive a score of zero for the reference portion of the evaluation.

The SFPUC will not be responsible for non-responsive references or references with incorrect contact information. A reference is non-responsive if the information provided cannot be verified by a reference within seven (7) calendar days of first contact attempt by SFPUC staff. The SFPUC may, at its discretion, contact references to verify project work. If the SFPUC chooses to exercise that discretion, it will apply the same reference checking criteria to all proposers.

If a Proposer responding to this RFP 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 Services Performance Evaluation (CSPE) process (see Appendix L), then SFPUC staff may forward either the most recent annual CSPE or the final CSPE for the project, as appropriate, to the Selection Panel.

5.2.5 Project Approach, Coordination and Control

Proposer must describe the overall project approach that your team proposes to use to successfully carry out this Project. Specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities, including coordination and communication with SFPUC staff, to meet project milestones and deliverable due dates;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (QA/QC);
- Approach for monitoring expended labor hours and tracking various factors affecting task costs. Include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items;
- Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances;
- Understanding of potential design, environmental and/or construction issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget;
- Special expertise to be provided for the various services requested;
- Approach and procedures for contending with the public in adversarial or difficult situations;
- Location where the work is to be managed and location where each component of the work is to be performed;

5.2.6 Tasks

Proposer must provide detailed descriptions of how the Proposer will execute the work associated with each task outlined in the Scope of Services within Section 3 of this RFP. Proposers may expand upon this description of work and/or add tasks to fully identify work and work products in their proposals.

The detailed task (and subtask) descriptions shall specifically address the Proposer's approach to the key work described below:

- Determining number, location, and depth of borings to prepare Geotechnical Design Report and Geotechnical Basis Report (GDR/GBR) and limit risk associated with variable site conditions;
- Determining permits needed for borings, as well as identifying and addressing the critical path timing and primary issues for getting these permits;

- Groundwater evaluations to: establish baseline conditions, predict impacts from subsurface construction, and predict groundwater inflows during subsurface construction;
- Methodology for handling and disposal of spoils and groundwater during geotechnical exploration and construction phases of work;
- Choosing methods for tunneling, field drilling and construction operations to minimize impact to existing surface and subsurface infrastructures and operations;
- Determining plans and profile of tunnels and shafts
- Determining Soil-Structure Interaction analyses needs and proposed approach for the Project, separated to the tunnel portion and the remainder of the Project.

The description provided for each task should include, as appropriate, the following information:

- Task-specific approach and associated work elements;
- Dependencies on/among other tasks (including activities of others and required key information);
- Responsible party within the Proposer or JV Partners; and
- Output/deliverables from the task.

The task scopes and descriptions shall be of such form and in such manner and detail as to divide the work up into manageable segments, and shall facilitate straightforward input of the information into the SFPUC Work Breakdown Structure (WBS) and Project Scheduling Software P6.

The detailed task descriptions provided by the selected Proposer may constitute the scope of services section of the Agreement. Proposers should therefore provide enough information to clearly identify the work to be performed under each task. However, note that modification of tasks or extensive task descriptions submitted by Proposers shall not in any way lessen or eliminate any of the work elements outlined in this RFP.

5.2.7 Project Schedule

The project schedule developed by the Proposer shall meet the timeline outlined in Section 3.2. The Proposer shall provide a CPM schedule and Gantt chart of all tasks and subtasks including sequence, duration, dependencies, milestones, draft design reports, reviews at 35%, 65%, 95%, final design reports, submittal of project documents etc., as applicable, and shall include man-hour estimates for each task that are consistent with the Overhead and Profit Schedule (see Section 5.2.11, the Project Approach, Coordination and Control section of the proposal (see Section 5.2.5 above), and the Task Descriptions section of the proposal (see Section 3.3 above).).

The schedule provided by the selected Proposer will become part of the Agreement. The selected Proposer may be asked to convert the schedule submitted with its proposal to a format that allows straightforward input of the information into the Project Scheduling Software P6.

5.2.8 Team Members

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

Identify staff who will serve as the Key/Lead Team Members, as specified in Section 4.4 of the RFP. Proposer must clearly demonstrate that all Key Team Members meet all the minimum qualification requirements outlined in Section 4.4. Upload resumes (two-page limit) and letters of commitment, where indicated in the Proposal Response Form, for each Key/Lead Team Member, additional experts, and any other critical team members who will assume important responsibilities in the project, so that the Selection Panel can evaluate the ability of each team member to successfully fulfill their project roles and complete the scope of services.

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

Please note: Proposers must provide evidence of relevant project experience as specified within the Minimum Qualifications section of the RFP (Section 4.4) for all Key/Lead Team Members. This evidence of required project experience should be listed within the team member's resume or within the Qualifications Summary section for Key/Lead Team Members.

As instructed in the Proposal Response Form, Proposer must upload a letter of commitment from the Key Team Members identified in the proposal. Each letter of commitment shall be signed by the applicable individual and dated within five (5) days of the date that proposals are due. Each letter of commitment must include a statement that, if the City awards an agreement to the Proposer, he or she commits to work on the Tunnel Engineering Services for the Folsom Area Stormwater Improvement Project at the percentage of work time specified by the Proposer in its proposal. In the absence of a letter of commitment from any identified Key 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.

Please note: It is the expectation of the SFPUC that Key Team Members will be available in person for site visits and key meetings. Therefore, Key Team Members who commit to working from an office within a one (1) hour drive of the SFPUC Headquarters Building at 525 Golden

Gate Ave., San Francisco, CA 94102 are preferred, and will be scored accordingly in the Key Team Members Qualifications portion of the Technical Written Proposal Evaluation found at RFP Section 6.2.1.

5.2.9 Team Organization Chart

As instructed in the Proposal Response Form, attach an Organizational Chart that illustrates the team structure, availability of individuals identified in the proposal, and proposed internal (within consulting team) and external (including City Departments) reporting relationships. Note the firm name and title/role for each team member.

5.2.10 Team Availability

The spreadsheet template attached as Appendix D of the RFP and entitled "Proposer Commitment Matrix" should be filled out completely and attached as directed in the Proposal Response Form. All information in this spreadsheet must be consistent with all other submissions with the proposal (OPS, letters of commitment, etc.) Failure to provide consistent information on the Proposer Commitment Matrix may result in a determination by the City that the proposal be deemed non-responsive.

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

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

5.2.11 Overhead and Profit Schedule

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

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

A. Applicable Rates/Tasks

For fair comparison purposes, all billing rates shall reflect 2018 billing rates. The selected Proposer will only be allowed to escalate its 2018 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR, or "Average Multiplier") will be calculated by dividing the Total Actual Labor Cost by the Total Base Labor Cost. The EOPR is essentially a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR shall not exceed 3.20. The maximum billing rate is \$220/hour.**

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

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

B. Individual Contractor

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

Provision of Individual Contractors for proposed services under the Agreement shall not exceed 3% of the Proposal Total Actual Labor Cost. If Proposer's Individual Contractor is later replaced or substituted after the Contract is executed, the billing rate of any new Individual Contractor must not exceed the billing rate proposed in the OPS for the position. If the Individual Contractor is replaced or substituted with a Prime or Subconsultant employee at an hourly

payroll rate, the firm Overhead and Profit Rate applied to the replacement individual's hourly payroll rate must not exceed the Proposal EOPR.

C. Rates and Markups

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

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

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

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

D. Other Direct Costs

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

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by SFPUC ("out-of-town" shall mean outside the nine (9) 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 and will be granted only with **prior** written approval by SFPUC contract manager

and documentation of the written approval by the SFPUC must be included with the invoice.

- Rental vehicle: 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: Contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine (9) Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor shall submit to the City an approved mileage log and expense report with its monthly invoices.
- Project vehicle rental/lease cost, gasoline, tolls and parking. The project vehicle must be requested and pre-authorized by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, no additional insurance will be reimbursed. Commuting to Moccasin from Contractor's temporary home is not eligible for reimbursement.
- Specialty printing ("specialty" as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees;
- Task-specific safety equipment; and
- Expedited courier services when requested by SFPUC staff.

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

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine (9) Bay Area Counties, and travel from selected Proposer's home office to SFPUC facilities not requested by SFPUC;
- Routine or non-routine travel from Contractor's home office to SFPUC facilities;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Entertainment expenses;
- Cell phones;
- Home office expenses;

- 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;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

5.2.12 Community Benefits Submittal

5.2.12.1 Community Benefits and Environmental Justice Background and Context

In 2009 and 2011, the SFPUC Commission passed the Environmental Justice and Community Benefits Policies, respectively. These policies guide the agency’s efforts to be a good neighbor to all whose lives or neighborhoods are directly impacted by our operations, programs, and policies. Full text of the 2011 Community Benefits Policy and the 2009 Environmental Justice Policy is available in Appendix B of the RFP.

The SFPUC defines community benefits as those positive effects on a community that result from the operation and improvement of our water, wastewater and power services. The agency defines environmental justice as the fair treatment of people of all races, cultures, and incomes and believes that no group of people should bear the disproportionate share of negative environmental consequences resulting from the operations, programs, and/or policies of the SFPUC. The SFPUC seeks to prevent and lessen the disproportionate environmental impacts of its activities on communities in all of our service areas. The SFPUC seeks to partner with contractors who share our responsibility to be a good neighbor and deliver concrete positive benefits to the communities, neighborhoods, and residents impacted by the SFPUC.

Proposers are invited to submit a voluntary stand-alone Community Benefits Submittal (“CB Submittal”), detailing the Community Benefits Commitments (“CB Commitments”) it will commit to provide if Proposer is awarded the Agreement. The terms and conditions, instructions for submittal, and evaluation criteria for the CB Submittal are set forth below.

5.2.12.2 Community Benefits Terms and Conditions

The selected Proposer shall provide the CB Commitments detailed in its CB Submittal during the term of the Agreement. The representations, warranties, and other terms contained in the selected Proposer’s CB Submittal will be the basis for a Community Benefit Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

Providing community benefits is a deliverable, zero-dollar task. No hours or dollars should be allocated or included in selected Proposer’s costs for the services under this Agreement in order to perform or deliver the voluntarily proposed CB Commitments. The selected Proposer shall fund the CB Commitments independently and such funding shall neither be tied to, nor dependent upon, SFPUC funds or sources of funding, receivable from SFPUC, including retention associated with this Agreement. This requirement of independent funding includes direct financial contributions and any funding related to the performance or delivery of the CB Commitments. The provision of CB Commitments does not entitle selected Proposer to additional work beyond the services specified within the Agreement.

The selected Proposer shall commence performance of the CB Commitments promptly after issuance of the first Notice to Proceed (NTP) for this Agreement. CB Commitments performed as part of previous contracts or prior to Proposer being awarded the Agreement cannot count towards the selected Proposer’s CB Commitments for this Agreement. If a Proposer has established programs or plans that are consistent with the Community Benefits areas described in this RFP, the selected Proposer may continue those programs as part of its CB Commitments and will be given credit for activities that are performed following the issuance of the first NTP by the SFPUC.

5.2.12.3 Community Benefits Submittal Evaluation Criteria and Scoring Process

The CB Submittal is a stand-alone, voluntary proposal that is reviewed by a separate panel of community benefits specialists (“Community Benefits Panel”). The CB Submittal is valued at 5% of the total RFP points. For this RFP, the CB Submittal is valued at 50 points under Section 6.2.2 (Written Proposal Evaluation). The evaluation and scoring will be based on the following criteria:

A. Community Benefits Work Approach	20% of total CB Points
B. Project Team/Organization	10% of total CB Points
C. Community Benefits Commitments Table	60% of total CB Points
• Financial Contributions	
• Volunteer Hour Contributions	
• In Kind Contributions	
D. Accountability and Deliverables	5% of total CB Points
E. Statements of Understanding	5% of total CB Points
Total:	100% of total CB Points

A copy of the CB Submittal Scoring Criteria is available in Appendix B.

5.2.12.4 Instructions for Community Benefits Submittal

The CB Submittal shall not exceed five (5) pages, shall have a minimum of 10 point font, shall have at least one inch margins, and shall include the name of the Proposer and the title of the RFP on each page. Each required section of the CB Submittal proposal must be clearly marked. The required Community Benefits Summary Table can be on the 11X17 page in PDF. The proposal must be submitted by uploading the proposal in SFBid under the “Community Benefits Submittal” section, labeled clearly as the CB Submittal with the name of the Proposer and the title of the RFP.

The CB Submittal must include the following sections:

- A. Community Benefits Work Approach***
- B. Project Team/Organization Information***
- C. Community Benefits Summary Table***
- D. Accountability and Deliverables***
- E. Statement of Understanding***

A. Community Benefits Work Approach

The CB Submittal shall include a description of the Proposer, the Proposer’s overall approach to community benefits and social responsibility, and a detailed explanation of how the Proposer’s CB Commitments will be delivered as part of a cohesive and integrated plan. In the CB Submittal, Proposers may identify projects and/or activities that are consistent with the outcomes described in the SFPUC Community Benefits Policy or may identify other projects and/or activities that the Proposer believes are related to community benefits or environmental justice. For this RFP, Proposers are invited to submit CB Submittals that focus on, but are not limited to, the following priority areas:

- **Workforce Development** – The SFPUC understands the importance of building a strong, diverse, and skilled 21st Century workforce to ensure the region’s economic stability and prosperity, particularly for mission-critical jobs related to SFPUC’s core functions. Successful workforce development strategies may include public-private-community partnerships that focus on identifying workers from impacted areas, removing barriers to employment, providing support services and offering internships and on-the-job training.
- **Economic Development** – The SFPUC is committed to economic development strategies resulting in public-private-community partnerships which promote contracting opportunities with local, small businesses that hire workers from the neighborhood impacted by the project. Successful proposals will ensure that the businesses and workers that make up the local communities where the SFPUC operates and provides services receive economic benefits from the project.

- **Environmental Justice Programs** – The SFPUC defines environmental justice as the fair treatment of people of all races, cultures, and incomes and believes that no group of people should bear a disproportionate share of negative environmental consequences resulting from the operations, programs, and/or policies of the SFPUC. The SFPUC seeks to prevent, mitigate, and lessen the disproportionate environmental impacts of its activities on communities. Successful proposals address environmental justice concerns, improve health outcomes in the community, and support the continued presence of long-term residents and businesses in the community.
- **Education** - The SFPUC is focused on ensuring that students are building a foundation to become the guardians and stewards of the SFPUC water, power, and sewer systems. Successful education proposals may include activities and initiatives that support science and engineering curriculum, involve partnerships with local educational nonprofits and schools, and take into consideration the priorities of the school district.
- **Innovations in Corporate Social Responsibility** – Proposers may have additional innovative or creative programs that incorporate existing company values, and deliver community benefits that are consistent with the SFPUC Community Benefits Policy outcomes. Proposed commitments in this area should clearly state evidence of successful innovations, and how the program(s) will benefit the communities served by the SFPUC.

Any CB Commitments to which the Proposer voluntarily commits should benefit the communities, neighborhoods, and/or residents served or impacted by the SFPUC. Currently, the SFPUC service area includes the following counties: Tuolumne, Mariposa, Stanislaus, San Joaquin, San Francisco, Alameda, San Mateo, and Santa Clara. The Proposer’s community benefits must be invested in the specific community or neighborhood impacted by the Agreement, in this case, the Mission District in City and County of San Francisco. All CB Commitments must support nonprofit, charitable, or related activities. CB Commitments shall not go to, nor benefit, any City department or employee. CB Commitments are separate from, and in addition to, any regulatory or legal requirements related to the contract (e.g. local hire, LBE requirements, environmental mitigation, etc).

B. Project Team/Organization

The Proposer shall include a list of the role(s) of individuals that will be responsible for implementation of the CB Commitments. The Proposer shall detail the following for each team member: (1) qualifications, (2) specific responsibilities, (3) decision making authority, and (4) relevant contact information, including phone number and email address. The Proposer must identify a Community Benefits Executive in Charge and a Community Benefits Coordinator. The Community Benefits Executive in Charge will manage the implementation of the CB Submittal, provide fiduciary oversight, and ensure that the proposed CB activities are delivered to the communities that they are intended to benefit in a transparent and otherwise accountable manner. The Community Benefits Coordinator shall organize, plan, track, and report on the

progress of all CB activities. The Executive in Charge is responsible for coordinating the senior management of the Proposer’s subconsultants to provide benefits to the community should such subconsultants choose to participate.

C. Community Benefits Commitments

The Proposer shall summarize the CB Submittal in a table or spreadsheet (“Community Benefits Summary Table”) that includes a description, as applicable, of: 1) the community benefit activity; 2) expected outcomes; 3) timetable and duration of the CB Commitments; and 4) dollar amount of direct contributions, number and cost of volunteer hours and in-kind contributions that will be committed to each specific initiative, as well as for the total contribution amount for the term of the Agreement using the table below. The standard rate for volunteer hours for this RFP is \$150/hr.

Community Benefits Summary Table

				(A)	(B)	(C)	(D)	(E)	(F)
Community Benefits Priority Area (choose from above)	Description of Community Benefits Initiative or Partner	Expected Outcomes	Timetable & Duration	Direct Financial Contribution	Volunteer Hours	Volunteer Hourly Rate (rate is standardized)	Total Value of Volunteer Hours (B x C)	In-Kind Contributions	Total Contributions (A + D + E)
1.				\$	Hrs	\$150/hr	\$	\$	\$
2.				\$	Hrs	\$150/hr	\$	\$	\$
TOTAL				\$	Hrs		\$	\$	\$

D. Accountability and Deliverables

The Proposer shall provide a description of the accountability methods to ensure that the proposed CB Commitments will be delivered in a transparent and accountable manner. To maximize transparency and accountability, Proposer must propose a process to assist the SFPUC with independently verifying that such funds and resources are delivered to the intended beneficiaries.

Proposers must provide the following deliverables during performance of the Agreement:

1. Selected Proposer: Community Benefits Plan and Timeline

- The selected Proposer shall develop a Community Benefits Plan within three (3) months of issuance of the first NTP. The Community Benefits Plan will provide details regarding

community partnerships, expenditures, a schedule, and timelines related to the CB Submittal.

- The selected Proposer is invited to meet once a year thereafter or as needed with the SFPUC External Affairs Community Benefits and Social Responsibility Manager during the term of the Agreement to discuss the work plan, timelines, partners, strategic delivery, scale, and performance necessary to ensure the commitments maximize collective resources and positive impact.

2. Selected Proposer: Community Benefits Commitments and Reporting

- The selected Proposer will deliver the proposed CB Commitments specified in the CB Submittal and the Community Benefits Plan. Any proposed changes to the CB Commitments as set forth in the final Agreement shall be submitted in writing for review by the SFPUC External Affairs Community Benefits and Social Responsibility Manager.
- The selected Proposer shall submit biannual progress reports to the SFPUC External Affairs Community Benefits and Social Responsibility Manager, which detail the geographic scope of commitment, activities and outcomes, key metrics, and the total number of hours, dollars, etc. contributed to-date. Progress reports are to be submitted on the last business day of the month following the close of 2nd and 4th business quarters. As part of the progress reports, the selected Proposer will also be required to submit documents to substantiate that the CB Commitments and any funds associated therewith were delivered to the communities they were intended to benefit. These reporting requirements may be adjusted over the duration of the program due to system improvements.
- The selected Proposer shall also submit an annual report documenting the culmination of their Community Benefits Commitments, beneficiaries, and outcomes for the year.

E. Statements of Understanding

The Proposer must acknowledge in their CB Submittal that they understand the following:

- All instructions for the CB Submittal have been followed.
- Any of the CB Commitments that the Proposer voluntarily commits to should directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- CB Commitments must support nonprofit, charitable, or related activities.
- CB Commitments shall not go to, nor benefit, any City department or employee.
- CB Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- CB Commitments must be delivered at zero dollar cost to the SFPUC.
- The total commitment amount listed in the Community Benefits Summary Table in the final Agreement is considered binding.
- Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Proposer's CB Commitments.
- Proposer commits to complying with SFPUC's reporting requirements.

- Proposer commits to the Terms and Conditions set forth in this section and in the Agreement.

5.2.13 CMD Local Business Enterprise Forms

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

5.2.14 Additional Attachments: City Requirements Forms

All proposals submitted must include the following:

- 1) CMD/12B & 12C Form: Attach the completed CMD Form 12B-101 included in Appendix F. See RFP Section 10.3 for more information.
- 2) Other Required City Forms: Attach the completed Business Tax Declaration, Minimum Compensation Ordinance (MCO) Declaration, Health Care Accountability Ordinance (HCAO) Declaration, and First Source Hiring Program (FSHP) Agreement included in Appendices G, H, I, and J, respectively. See RFP Sections 10.4, 10.5, 10.6, and 10.8 for more information.
- 3) Release of Liability Form included in Appendix K.
- 4) 12X Certification Form included in Appendix M.

6 Evaluation and Selection Criteria

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

6.1 Initial Screening

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

Proposals are not scored during the Initial Screening process. Initial Screening is simply a pass/fail determination as to whether a proposal meets the threshold requirements described above. A proposal that fails to meet these requirements will not be eligible for consideration in the Overall Evaluation Process described in Section 6.2 below. The City reserves the right to request clarification from Proposers prior to rejecting a proposal for failure to meet the Initial Screening requirements. Clarifications are limited exchanges between the City and a Proposer for the purpose of clarifying certain aspects of the proposal, and will not provide a Proposer the opportunity to revise or modify its proposal.

6.2 Overall Evaluation Process

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

Technical Written Proposal	500
Community Benefits Submittal	50
Oral Interview	350
Overhead and Profit Schedule	100
TOTAL	1000

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

The Selection Panel, including the Technical Panel and the Community Benefits Panel, will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the SFPUC, other City agencies, and/or other utilities or organizations. SFPUC/City staff closely involved with the preparation of this RFP and the development of the scope of services will not be allowed to be part of the Selection Panel.

Proposers must obtain a minimum score of three hundred (300) points which is equivalent to sixty percent (60%) on their written proposal (first phase of the evaluation process) to be considered for a panel interview (second phase of the evaluation process). A score greater than three hundred (300) points or sixty percent (60%) on the written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top four (4) ranked Proposers will be short-listed to continue on with oral interviews.

6.2.1 Technical Written Proposal Evaluation

The assigned CMD Contract Compliance Officer will assess proposal compliance with LBE requirements and assign a rating bonus to the written proposal score, if applicable. Final written proposal scores will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

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

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposal Requirements and Format	5.2	40
Proposer Qualifications and Soil-Structure Interaction Analysis Team Qualifications	4.1, 4.2, 4.3, and 5.2.3	100
Key Team Member Qualifications	4.4, 5.2.3, and 5.2.8	120
Reference Projects	5.2.4	20
Work Approach and Tasks	5.2.5 and 5.2.6	190
Project Schedule	5.2.7	20
Proposer Team Organizational Chart	5.2.99	10
Total Points:		500

6.2.2 Community Benefits Submittal

The CB Submittal is a stand-alone, voluntary proposal that is reviewed by a separate panel of community benefits specialists (“Community Benefits Panel”). The evaluation and scoring will be based on the following criteria:

EVALUATION CRITERIA	RFP SECTION	POINTS
Community Benefits Work Approach	5.2.12.4.A	10
Project Team/Organization	5.2.12.4.B	5
Community Benefits Commitments (table)	5.2.12.4.C	30
Accountability and Deliverables	5.2.12.4.D	2.5
Statements of Understanding	5.2.12.4.E	2.5
Total Points:		50

6.2.3 Oral Interview Evaluation

The Selection Panel will hold oral interviews with the short-listed Proposers. The SFPUC will send a letter to all short-listed Proposers regarding the format of the interview, the scoring criteria to be used during the interview, and the composition of the Proposer team to participate in the interview. The SFPUC reserves the right to limit participation in the panel interviews to Proposers’ key team members and to exclude, for example, sub-consultants on multiple teams and/or individuals not listed in the Proposal, so Proposers should plan accordingly.

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

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

6.2.4 Overhead and Profit Schedule Evaluation

Proposers will be scored based on their proposed Effective Overhead and Profit Rate (EOPR, or “average multiplier”) for this Project.

The data provided in the OPS may be rejected and excluded from the score tabulation if it is found to be inconsistent with any of the information provided in the submitted proposal. For example, classification of team members presented in the Work Approach or Team Organizational Chart must be consistent with classification of team members listed in the OPS.

A Proposer will receive up to **100** points for the Overhead and Profit based on the following table:

Effective Overhead and Profit Rate (EOPR, or “Average Multiplier”)	Point(s)
< or equal to 2.80	100
2.81-2.84	90
2.85-2.88	80
2.89-2.92	70
2.93-2.96	60
2.97-3.00	50
3.00-3.04	40
3.05-3.09	30
3.10-3.15	20
3.16-3.20	10
> 3.20 *	0

** The maximum allowable Effective Overhead and Profit Rate is **3.20**.*

The CMD Contract Compliance Officer assigns a rating bonus to the combined OPS score, if applicable. The OPS Scores, or CMD-adjusted Fee Schedule scores (if applicable), will then be tabulated.

6.3 Final Scoring

The SFPUC will tabulate written proposal, community benefits submittal, oral interview, and OPS scores 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 Proposer with the highest total score will be identified as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

7 Award of an Agreement

7.1 Agreement Preparation

The SFPUC General Manager will make a recommendation to the SFPUC Commissioners that the Agreement be awarded to the highest-ranked Proposer to perform the requested services. The terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS will not be negotiable.

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

Once the Agreement is complete and after obtaining all the necessary City approvals, the Agreement will be executed and certified, and a Notice of Contract Award (NCA) will be issued to the selected Proposer.

7.2 Standard Agreement Language

By submitting a proposal, Proposers acknowledge that they have read, understand, and agree, if selected, to enter into the City's Agreement as set forth in Appendix A, without changes to its terms and conditions.

7.3 Agreement Administration

Performance of services may be executed 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 selected Proposer is hereby notified that the City prohibits it from commencing performance of work under the Agreement until the SFPUC issues a written Notice to Proceed (NTP). The City shall not be liable for payment for any work performed by the selected Proposer prior to the City's issuance of an NTP.

In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no contract in excess of \$110,000 is awarded by the City until such time as the SFPUC General Manager recommends the contract award and the commission then adopts a resolution awarding the contract.

8 Terms and Conditions

8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers are to promptly notify the SFPUC, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in this RFP. The City is not obligated to issue addenda in response to any request submitted after 4/13/2018.

8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and submitted via the [SFBid website](#). Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the [SFBid website](#). This RFP will only be governed by information provided through written addenda. With the exception of CMD or City contracting inquiries, no questions or requests for interpretation will be accepted after 4/13/2018.

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

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

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

8.3 Interpretation and Addenda/Change Notices

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

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

8.4 Objections to RFP Terms

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

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

b) Objections must be delivered to:

San Francisco Public Utilities Commission
Contract Administration Bureau

RE: PUC.PRO.0101 Tunnel Engineering Services for the Folsom Area Stormwater
Improvement Project

525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

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

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

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

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

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

8.5 Term of Proposal

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

8.6 Revision of Proposal

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

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

A Proposer may withdraw his/her offer by submitting a written request for its withdrawal to the City, signed by a representative of the Proposer in accordance with the signature requirements stated above, prior to the date and time specified as the deadline for submission of proposals. The Proposer may, therefore, submit a new proposal prior to the proposal submission time.

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.

8.7 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.

8.8 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.

8.9 Proposer's Obligations Under the Campaign Reform Ordinance

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

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

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

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

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

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

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

8.10 Sunshine Ordinance

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

8.11 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 (2) 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.

8.12 Reservations of Rights by the City

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

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

8.13 No Waiver

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

9 Contract Monitoring Division (CMD) Requirements

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

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

9.1.1 LBE Subconsulting Participation Requirements

The LBE subconsulting participation requirement for this Project is:

8%

Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are hereby advised that the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subconsulting work on this Project is as follows:

MBE: 3.3%

WBE: 1.2%

OBE: 3.5%

This LBE subconsulting participation requirement is calculated as a percentage of the total value of the goods and/or services to be provided. The LBE subconsulting participation requirement can only be met with CMD-certified Small or Micro-LBEs.

Proposers are further advised that they may not discriminate in the selection of Subconsultants on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither MBEs nor WBEs nor OBEs are unfairly or arbitrarily excluded from the required outreach.

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE Subconsultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE Subconsultants solicited and selected to be used in performing the contract. For each LBE identified as a subconsultant, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be

required to determine the responsiveness of the proposal. LBEs identified as Subconsultants must be certified with the San Francisco Contract Monitoring Division at the time the proposal is submitted, and must be contacted by the Proposer (Prime Consultant) prior to listing them as Subconsultants in the proposal. Any proposal that does not meet the requirements of this paragraph may be non-responsive.

In addition to demonstrating that it will achieve the level of subconsulting participation required by the contract, a Proposer shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8 (D) and (E) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts. However, pursuant to 1B.8 (B), if a Proposer submits a proposal that demonstrates LBE participation that exceeds by 35% of the established LBE subconsulting participation requirement for the Project, the Proposer will not be required to conduct good faith efforts or to file evidence of good faith efforts as required in Sections 14B.8 (D) and (E).

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2, and this RFP will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE subconsultant participation specified in the contract shall be deemed a material breach of contract. Subconsulting participation requirements can only be met with CMD-certified Micro and Small LBEs located in San Francisco, unless the RFP allows for SBA-LBE Subconsultants to count towards the LBE participation requirement. Proposers should note that the LBE subconsulting percentage listed on its CMD Form 2A (the CMD Contract Participation Form) will be incorporated into the final Standard Agreement.

9.1.2 LBE Prime/JV Participation

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

Pursuant to Chapter 14B, the following rating bonus will be in effect for the award of this Project for any Proposers who are certified by CMD as a Micro or Small- LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling CMD at (415) 581-2310.

The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- a) A 10% rating bonus to a Micro or Small-LBE; or a joint venture between or among Micro or Small LBEs; or
- b) A 5% rating bonus to a joint venture with Micro and/or Small-LBE participation that equals or exceeds 35% (but is less than 40%); or

- c) A 7.5% rating bonus to a joint venture with Micro and/or Small-LBE participation that equals or exceeds 40%

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

SBA-LBE Bid Discount/Rating Bonus

Pursuant to Chapter 14B, the following rating bonus will be in effect for the selection process for this contractor, and proposers who are certified by CMD as a SBA-LBE. A 5% rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus shall not be applied at any stage if it would adversely affect a Micro or Small LBE proposer or a JV with LBE participation.

9.1.3 LBE Forms

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

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

Failure to complete, sign and submit each of the required CMD/LBE forms may result in the response package being deemed non-responsive and rejected. Direct all inquiries concerning the CMD LBE program to LaKysa Cummings, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-3136 or Lakysha.cummings@sfgov.org.

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

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

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

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

10 Additional City Requirements

10.1 Insurance Requirements

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

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

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

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

Regarding Workers' Compensation, Proposer hereby agrees to waive subrogation, which any insurer of Proposer may acquire from Proposer by virtue of the payment of any loss. Proposer agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Proposer, its employees, agents and Subconsultants.

All policies shall provide thirty (30) days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages, except for non-payment of premiums for which no fewer than ten (10) calendar days' advance notice shall be provided to the City, unless otherwise approved by the City. Notices shall be sent to the City address in the "Notices to the Parties" section.

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

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

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

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

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

10.2 Standard Agreement

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

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as specified in RFP Sections 10.3, 10.4, 10.5, 10.6, and 10.9, and Section 12, respectively, as well as Article 10 in the attached Agreement.

10.3 Nondiscrimination in Contracts and Benefits

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

10.4 Minimum Compensation Ordinance for Employees (MCO)

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

Additional information regarding the MCO, including the amount of hourly gross compensation currently required under the MCO, is available on the City website at www.sfgov.org/olse/mco. Note that the hourly gross compensation rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. See Article 10 in the Agreement for requirements.

10.5 Health Care Accountability Ordinance (HCAO)

The selected Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in Administrative Code Chapter 12Q. Contractors should consult the Administrative Code to determine their

compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

10.6 First Source Hiring Program (FSHP)

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

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

10.7 City Vendor and Subconsultant Registration

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

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

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

Selected Proposers must become Approved Suppliers, and Subconsultants must be registered, **within two weeks** of the posting of the highest-ranked Proposer.

10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the selected Proposer 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 selected

Proposer must provide a taxpayer ID. Vendor may register their business for tax purposes by filling out the Business Registration online application: <https://newbusiness.sfgov.org/vendor/>

10.9 Conflicts of Interest

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

10.10 Administrative Code 14B Reporting Requirements

Pursuant to Administrative Code Sections 14B, prime consultants and all subconsultants who are awarded contracts as a result of the bid process are required to use the Elation secure web-based Local Business Enterprise Utilization Tracking System (LBEUTS) to submit payment information including invoices and other related information. The Contract Monitoring Division (CMD) will use this information to monitor compliance with the 14B LBE Ordinance. For more information, please visit: www.sfgov.org/LBEUTS

10.11 Administrative Code Chapter 12X Requirements

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against lesbian, gay, bisexual, and transgender (LGBT) populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers, which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List, may not enter into contracts with the City. A list of states on the Covered State List can be found at: <http://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list>. Each Proposer must certify compliance with this requirement as directed (see Appendix M).

11 Protest Procedures

11.1 Protest of Non-Responsiveness Determination

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

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

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

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

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

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

11.2 Protest of Agreement Award

As soon as the Proposer rankings are finalized, the SFPUC will post final rankings on the SFBid website.

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

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

11.3 Delivery of Protests

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

San Francisco Public Utilities Commission
Contract Administration Bureau
RE: PUC.PRO.0101 Tunnel Engineering Services for the Folsom Area Stormwater
Improvement Project
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

12 Conflict of Interest

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

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

12.1 Obligations

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

12.2 Work

There are many phases of work pertaining to city contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, the general guidelines set forth below should be treated only as a starting point. A Proposer should consult with their legal counsel to determine whether a potential conflict exists.

1. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in “making the contract” for the work. For these purposes “participating in making” has the same meaning as under Government Code Section 1090 and the term “entity” includes any parent, subsidiary or other related business.
2. **General Program Management Services.** Because these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design, 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.
7. **Construction Management.** This work consists of review, assessment and recommendation for actions based on interpretation of contract documents. No firm under one contract can review any of its own work performed under another contract. Conflicts would likely arise had any firm participated in either preparation of final engineering design or any documents enumerated in a contract for construction or 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 subconsultant or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

12.3 Other General Restrictions Applicable to this RFP

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

12.4 Consultation with Counsel

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

13 Acronyms and Abbreviations

- CEQACalifornia Environmental Quality Act
- CM.....Construction Management
- CMD.....Contract Monitoring Division
- CPIConsumer Price Index
- CPM.....Critical Path Method
- CSPE.....Consultant Services Performance Evaluation
- EOPR.....Effective Overhead and Profit Rate
- FSHP.....First Source Hiring Program
- HCAOHealth Care Accountability Ordinance
- IRSInternal Revenue Service
- JVJoint Venture
- LBE.....Local Business Enterprise
- LOSLevel of Service
- MCOMinimum Compensation Ordinance
- NTPNotice to Proceed
- O&M.....Operations & Maintenance
- ODC.....Other Direct Cost
- OPSOverhead and Profit Schedule
- PLA.....Project Labor Agreement
- RFIRequest for Information
- RFP.....Request for Proposals
- ROWRight-of-Way
- SFPUCSan Francisco Public Utilities Commission
- SOPStandard Operating Procedure
- SSISoil-Structure Interaction
- WBS.....Work Breakdown Structure

WWE.....Wastewater Enterprise

14 List of Appendices

- A. Professional Services Agreement (P-600)
- B. Community Benefits Program Supporting Documents
- C. Overhead and Profit Schedule (OPS) Template (Excel file)
- D. Proposer Commitment Matrix
- E. Contract Monitoring Division (CMD) LBE Forms
 - a. Form 2A – CMD Contract Participation Form
 - b. Form 2B – CMD “Good Faith Outreach” Requirements Form
 - c. Form 3 – CMD Compliance Affidavit
 - d. Form 4 – CMD Joint Venture Form (if applicable)
 - e. Form 5 – CMD Employment Form
- F. Equal Benefits Ordinance 12B-101 Form—San Francisco Administrative Code Chapters 12B & 12C Declaration: Non-Discrimination in Contracts and Benefits
- G. Business Tax Declaration
- H. Minimum Compensation Ordinance (MCO) Declaration
- I. Health Care Accountability Ordinance (HCAO) Declaration
- J. First Source Hiring Program Agreement
- K. Release of Liability Form
- L. Consultant Services Performance Evaluation Procedure
- M. 12X Certification Form