
Request for Proposals:

Power Scheduling Coordination and Related Support Services

Agreement No. PUC.PRO.0152

7/16/2021



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 Proposer, a CAISO certified Scheduling Coordinator,¹ to assist the SFPUC with power scheduling coordination services for the SFPUC’s participation in the markets of the California Independent System Operator (CAISO). The term Proposer or Proposers 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 to perform as a Scheduling Coordinator Services (SC) Provider including any applicable certifications or licenses associated with SC Services or required by the CAISO, NERC or WECC. The SC Provider is responsible for emergency operational actions as may be needed. Proposers should be well versed in the CAISO’s market initiatives and operation procedures, including but not limited to (energy and resource adequacy bidding, e-tagging, master file maintenance, use-limited resource registration, resource adequacy enhancements, as well as power scheduling, trading, portfolio management, agency communications, and other power scheduling-related tasks.

The SFPUC reserves the right to commence, close, reduce or extend Consultant services at any time in response to changing needs. In addition, SFPUC reserves the right to enter no agreement, enter multiple agreements, amend and reissue the RFP. Please take notice: By participating in this competitive process, Proposer agrees that any agreement resulting from this process may be utilized by other public entities to procure the commodities and/or services on the same terms. It should also be noted that the Task Descriptions (see Section 5.2.5) provided by Proposer as part of its proposal may be incorporated into the scope of services section of the Agreement (see Appendix A. The Overhead and Profit Schedule’s billing rates (see Section 5.2.7) to be provided by the Proposer as part of its proposal will be directly incorporated into the Agreement (see Appendix A as the applicable billing rates. The material terms and conditions of the Agreement, including but not limited to the overhead and profit rate and billing rates listed in the submitted OPS, will not be negotiable.

Additional information relating to the RFP may be posted on the SFPUC Contract Administration Bureau webpage (<http://sfbid.sfwater.org>) as needed after issuance of the RFP. Proposers

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

should therefore consult the SFBid website regularly for these updates. The anticipated total amount and duration of the Professional Services Agreement (“Agreement”) are as follows:

Agreement Amount: \$6,000,000.00

Agreement Duration: 5 Years

The Agreement amount is inclusive of all reimbursable costs and all optional tasks. In addition to the agreement amount received by the Consultant, one of the services the Consultant will perform is remitting on behalf of SFPUC passthrough charges to the CAISO. Funds passed-through will not exceed \$130,500,000. We make note of this for accounting purposes, and to distinguish from actual compensation rendered for services. 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 increase the Agreement amount up to \$9,000,000 and extend the Agreement term for up to a total of eight (8) years (or 96 months) 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 (“Consultant”) as part of its proposal into the Agreement. The terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS, will be non-negotiable.

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

1.2 Tentative RFP Schedule

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

Advertisement of RFP	7/16/2021
Pre-Submittal Conference.....	7/29/2021
Deadline for Proposers to Submit Questions	8/6/2021
Deadline for Proposers to Submit Proposals.....	8/19/2021
Posting of Proposer Ranking.....	9/22/2021
Public Utilities Commission Authorization to Execute Agreement	10/26/2021
Board of Supervisor's Approval	12/23/2021
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement	1/3/2022
Notice of Award of Agreement.....	1/20/2022

1.3 Pre-Submittal Conference

Pre-submittal conference information:

Time: 2:00 PM

Date: 7/29/2021

Location: <https://bluejeans.com/940223718>

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

1.4 Requests for Information and Addenda/Change Notices

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

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

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

1.5 Diversity 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, Small-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, the SFPUC recommends that Proposers consider the composition of their teams in terms of gender, age, ethnicity, and race, and utilize teams that include a diverse mix of staff at all organizational levels.

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

1.6 Limitations on Communications

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

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

1.7 Conflicts of Interest

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

2 Background

2.1 San Francisco Public Utilities Commission

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

The mission of the SFPUC is to:

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

The SFPUC is comprised of three (3) separate enterprises: Water, Wastewater, and Power. 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 Reserved (SFPUC Policies)

2.3 SFPUC Power Enterprise

The SFPUC Power Enterprise (AA-/AA long-term bond ratings from Fitch/Standard and Poor's) is a municipal electrical utility servicing approximately 3,500 customer accounts with an annual load of approximately 1,000 gigawatt-hours (GWh). The SFPUC owns and manages the Hetch Hetchy Water and Power (HHP) resource located in the Sierra Nevada mountain range. HHP generation is delivered over HHP transmission facilities to SFPUC wholesale and retail customers.

Most SFPUC loads are in the Greater Bay Area and are served using Pacific Gas & Electric (PG&E) transmission and distribution facilities.

2.4 SFPUC Power Projects

The Hetch Hetchy hydro project has a 406 MW nameplate rating. Typically, it generates up to 360 MW in the spring during peak hours, and in other months, the SFPUC uses it to follow the City's municipal load and Airport Tenant load (~150 MW peak). The SFPUC also has a contract with a 4.5 MW solar project located within San Francisco. The SFPUC buys and sells with third parties to balance its short/long positions and ensure compliance with regulatory requirements.

The SFPUC also manages and administers CleanPowerSF, San Francisco's Community Choice Aggregation program, and its energy portfolio. CleanPowerSF is a partnership between the City and County of San Francisco and PG&E to supply San Francisco electricity customers with affordable and cleaner energy. The City launched CleanPowerSF in May 2016 with the following goals: to provide (1) affordable and reliable electricity services to San Francisco residents and businesses, (2) cleaner energy alternatives advancing the City's Greenhouse Gas reduction goals; (3) investment in local renewable energy projects and jobs; and (4) long-term rate and financial stability. As a program of the Power Enterprise, CleanPowerSF is under the direct administrative oversight of its Assistant General Manager for Power, who in turn reports to the SFPUC General Manager. The program is funded solely by CleanPowerSF ratepayers and does not rely on funding from the Power Enterprise, SFPUC, or the City.

CleanPowerSF serves approximately 380,000 retail customer accounts with an annual energy requirement of approximately 3,000 GWh and peak demand of approximately 500 MW. The program has maintained a participation rate of more than 96% and has attracted more than 7,000 upgrades to its 100% Renewable Portfolio Standards (RPS)-eligible renewable SuperGreen product. CleanPowerSF's supply portfolio is comprised of numerous third-party energy contracts of varying tenor: long-term Power Purchase Agreements (PPAs), mid-term, and short-term transactions. These contracts include Inter-SC Trades (IST) within the CAISO, as-available and dispatchable renewable and energy storage contracts with projects located in the CAISO, and renewable energy carbon-free energy purchases from in-state and out-of-state resources indexed to a CAISO hub.

Although the SFPUC manages and administers both the HHP and CleanPowerSF energy portfolios, the programs service separate retail load and operate as two lines of businesses, maintaining separate financial and accounting records. HHP and CleanPowerSF are separate component units on the Hetch Hetchy Water and Power financial statement.

The SFPUC currently conducts its power operations and services in accordance with multiple agreements and Tariffs, including a CAISO Operating Agreement, the Wholesale Distribution Tariff, and a Scheduling Coordination Agreement with APX Power Markets, Inc. (APX). The APX agreement expires in June 2022 and the SFPUC is currently engaged in a comprehensive strategic

initiative to determine and secure the resources and services required to ensure its economical and uninterrupted operations.

3 Scope of Services

3.1 Description of Services

The primary role of the selected Proposer(s) will be to perform the following tasks:

1. Submitting Day Ahead and Real Time Interchange Schedules and Bids to CAISO
2. Managing Communications Between CAISO and SFPUC Schedulers and Operators including 7x24 dispatch of the plants
3. Managing CAISO Settlements and Payments
4. Managing CAISO and CPUC Resource Adequacy Requirements
5. Manage Access to CAISO Systems for Meter, Outage, Settlement, Scheduling, and Bid/Award data
6. Submit Settlement Quality Meter Data (SQMD) to CAISO on behalf of SFPUC
7. Optional Services

The Consultant will work under the direction of the SFPUC Power Enterprise, Energy Scheduling and Settlements group.

3.2 Contract Term and Schedule

The Agreement will have a duration of 5 Years.

The SFPUC reserves the right to commence, close, reduce or extend Consultant's services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to increase the Agreement amount up to \$9,000,000 and to extend the Agreement term for up to a total of eight (8) years (or 96 months) consistent with City requirements.

3.3 Detailed Description of Tasks

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

TASK 1 SUBMITTING DAY AHEAD AND REAL TIME INTERCHANGE, GENERATION AND LOAD SCHEDULES, RESOURCE ADEQUACY AND ANCILLIARY SERVICE BIDS TO THE CAISO FOR THE HHP AND CLEANPOWERSF PORTFOLIOS

The SC shall submit schedules to the CAISO in the forward and the real-time markets pursuant to CAISO tariff and protocols.

Task 1 – Deliverables may include but are not limited to:

- The primary role of the selected SC will be to submit interchange, generation and load schedules into the CAISO scheduling system on behalf of the SFPUC within CAISO timelines as well as submitting corresponding meter data. The selected SC will work with and under the direction of the Scheduling and Settlements group in the SFPUC

Power Enterprise as well as operations staff at the Hetch Hetchy project located in Moccasin, California.

- The SC shall work with SFPUC to develop a detailed procedure once a contract is finalized.
- All transactions should be done using a unique HHP SC Identifier (“SCID”) and a unique CleanPowerSF SCID to facilitate settlements tracking and verification.
- SC services should include the following:
 - 7 days per week, day-ahead pre-scheduling
 - 7 days per week, 24-hour real-time services
 - Credit services/collateral with the CAISO
- The SC will commence scheduling on behalf of the SFPUC by the opening of the day-ahead market for the trade date of April 1, 2022. The selected SC must be able to provide the scope of services for a period of not less than five (5) years.
- The SC will proactively identify strategic bidding methodologies, Ancillary Services, and Resource Adequacy where possible to maximize CAISO revenue, minimize exposure and more efficiently perform related tasks.
- Maximize co-optimization of Ancillary Services (AS) and energy in the DAM that allows for full flexibility in terms of the combination of energy and AS capacity that can be offered.
- The SC shall submit and validate inter-SC trades on behalf of the SFPUC as required.
- The SC shall provide acknowledgement of successful submission of all schedules and notification of CAISO submission errors.
- The SC shall provide a tool and/or direct access to the SIBR, CMRI, MRI-S, ADS, CIRA, and other CAISO scheduling related portals as needed. The SFPUC should, in coordination with the SC, have the ability to modify the schedule submission for resubmittal to CAISO.
- The SC shall facilitate the submission and receipt of CAISO DA/RT forecasts for Sunset Reservoir photovoltaic and other renewable generation from CAISO if needed.
- The SC shall coordinate e-tagging for power schedules.
- SFPUC contracts through Power Purchase Agreements (PPAs) for the output from variable energy resources (VER), storage resources, and hybrid or co-located solar + storage resources, requiring SFPUC and the SC to be the authorized and designated SC for the Facility and perform the SC responsibilities accordingly.
 - The SC shall submit day ahead and real-time bids for VER, energy storage and hybrid resources, including setting up mechanisms to receive real-time information from third parties, if needed.
 - The SC shall coordinate with supplying generator owners and submit supply schedules to the Day-Ahead and Real-Time Markets, if needed.

- Operational scheduling processes and procedures will be negotiated as necessary for the SFPUC/SC to maximize benefits and minimize burdens as they exist.
- The SC shall monitor resource performance and provide recommendations for resource scheduling and dispatch to support portfolio optimization strategies.
- The SC shall provide all necessary CAISO settlement data and generate CAISO Charges Invoices to share with PPA Counterparties.

TASK 2 MANAGING COMMUNICATIONS BETWEEN CAISO, SFPUC SCHEDULERS / OPERATORS, AND OTHER AGENCIES

The SC shall manage communications between CAISO and the SFPUC forward schedulers, real-time operators, and generator owners.

Task 2 - Deliverables may include but are not limited to:

- The SC shall perform 7X24 dispatch of the plants.
- Install, maintain, and monitor the CAISO's Automatic Dispatch System (ADS) for the SFPUC's real-time dispatches.
- Notify the SFPUC Hetch Hetchy operators of CAISO dispatches and relay specific operating instructions.
- Reporting planned and unplanned generation resource outages on behalf of the SFPUC using the CAISO's Outage Management System (OMS).
- Document all communications with CAISO and Hetch Hetchy operators, including but not limited to information requests, outage notification
- Support and Coordinate with the SFPUC for contracted energy resources as needed, including for participation in CAISO's New Resource Implementation process and for dispatch management.
- For PPA related agreements, the SC will provide dispatch management and act as the interface and SC between renewable resource operator and the CAISO; meeting all DOT, outage, and curtailment notices. Manage, record, and coordinate planned and unplanned outages effectively in the Outage Management System (OMS) in accordance with the CAISO Tariff.

TASK 3 MANAGING CAISO AND CPUC RESOURCE ADEQUACY REQUIREMENTS

The SC should work with the SFPUC to manage the Resource Adequacy portfolios, Supply Plans and Resource Adequacy Plans including submissions to the CAISO and the CPUC. The SC should inform the SFPUC of new initiatives, evolving regulations and obligations, and other updates on how such changes may impact operations.

Task 3 – Deliverables:

- Grant access to SFPUC employees to submit annual and monthly RA and Supply plans to CAISO through CIRA for HHP and CleanPowerSF.
- Support the submission of annual and monthly CleanPowerSF RA plans to the CPUC through tracking and providing reports with the necessary resource information for the program's RA portfolio.
- Monitor, notify, and submit additional regulatory compliance reports related to RA to the CAISO and CPUC such as the Flex Capacity Needs Assessment, Import Allocation Process, Path 26 Process, and others as needed.
- Monitor and report on post cross-validation errors and POSO (Planned Outage Substitution Obligations).
- Monitor and report on CAISO NQC's list for resources in the HHP and CleanPowerSF portfolios. Complete and submit necessary requests to CAISO for inclusion in NQC lists.

TASK 4 MANAGING CAISO SETTLEMENTS AND PAYMENTS

The SC should manage all CAISO Settlement activities to the CAISO. SC shall be well versed in CAISO dispute procedures and shall be expected to maintain timely challenges to disputed CAISO charges and costs as well as provide regular reporting on disputes and good-faith negotiations to the SFPUC.

Task 4 – Deliverables may include but are not limited to:

- Retrieve CAISO Settlement Statements and Determinant files from CAISO.
- Retrieve CAISO Invoices.
- Open timely ISO Disputes where necessary and sees the dispute process through to resolve settlement errors.
- Provide Settlement validation summary report to SFPUC. Validation deltas, outlier charge amounts requiring attention, charge summary, etc.

The SFPUC is unable to process weekly invoice payments/collections; and/or respond to immediate collateral calls. Therefore, the SFPUC seeks a monthly payment cycle with the SC, where the SC manages the daily/weekly cash flows and cash calls

- Perform weekly cash clearing associated with CAISO invoices.
- Provide weekly/monthly invoice to SFPUC for CAISO payment
- Monitor and respond to any credit or collateral calls from the CAISO. Provide credit/collateral call information to SFPUC at time of event.
- Submit payment to the CAISO on behalf of SFPUC in accordance to the CAISO Payments Calendar.
- In accordance with NERC, WECC and CAISO requirements, provide all e-tagging and checkout of schedules with applicable timelines.

TASK 5 PROVIDE ACCESS TO CAISO SYSTEMS FOR METER, OUTAGE, SETTLEMENT, SCHEDULING, AND BID/AWARD DATA

The SC shall provide access to all relevant CAISO data, on SC's software systems and/or via direct access for SFPUC to CAISO systems. The SC shall demonstrate experience in the use of SIBR, ADS, CMRI, CIRA, Master File User Interface, OMS and other applicable CAISO applications.

Task 5 – Deliverables may include but are not limited to:

- The SFPUC uses PowerSettlements SettleCore system, and expects that system to be able to retrieve data from the CAISO systems via a digital certificate
- The SC shall provide digital certificate authorization for SFPUC to download these files. Data and file types should include, but not limited to, the following:
 - Expected energy
 - Market awards
 - Market prices
 - SFPUC and CAISO (public) bill determinants for all settlement statement versions
 - SFPUC settlement statements and invoices for all settlement statement versions
 - Submitted meter data
- The SC shall allow specified SFPUC staff access to relevant CAISO Market Participant Portal tools including CMRI, SIBR, MRI-S, ADS, CIRA, MasterFile and OMS by submitting applications to CAISO and facilitating keeping security certificates up to date

TASK 6 SUBMIT SETTLEMENT QUALITY METER DATA (SQMD) TO CAISO ON BEHALF OF HHP AND CLEANPOWERSE

Task 6 – Deliverables may include but are not limited to:

- The SC shall be required to provide automated receipt of load and generation meter data in CAISO MRI-S format, or other agreed-upon format, from SFPUC for each meter data submission period via vendor API, FTP, or web services, for delivery to CAISO.
- SC will ensure ALL meter data is submitted on time (to the CAISO Tariff timeline for meter data), accurately, and completely. SC will notify SFPUC when submission errors or tardiness occur.
- The SC shall provide acknowledgement of successful submission of all meter data and notification of CAISO submission errors.
- The SC shall coordinate with the SFPUC the biennial SC Self Audit. The SC shall submit a SQMD Plan Affirmation and SC Self Audit Attestation as required by CAISO. The SC shall contract with an agreed-upon auditor, if necessary, to audit SFPUC's SQMD collection, validation, and data. Charges for the third-party auditor shall be passed through the SC invoice process and paid by SFPUC.

4 Minimum Qualifications

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

4.1 Prime Proposer Qualifications

A Proposer cannot be a Prime Proposer on more than one (1) proposal. In addition, a Prime Proposer that intends to be listed as a subconsultant on another competing proposal must fully disclose that intention to the impacted parties.

To qualify as a Prime Proposer for this Agreement, a Proposer must currently be certified by the CAISO as an SC as the CAISO Tariff defines that term and specifies the functions and responsibilities of an SC. Proposers must have possessed this certification continuously for a period of not less than one (1) year, a Proposer must also possess at a minimum the following qualifications for not less than one (1) year:

- Applicable qualifications and experience with providing SC services for generating assets, including intermittent renewable resources and storage assets.
- Must have Operator Dispatch/ADS experience
- Experience and knowledge of the CAISO operations as they currently exist including substantial knowledge of CAISO Scheduling and Settlements Markets.
- Experience with CAISO dispute procedures, extensive knowledge of CAISO charge codes and experience in verifying and disputing CAISO charges

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. The Proposal must include the following:

5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer. If available, please provide your City “Bidder” or “Supplier” number.

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

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

5.2.2 Cover Letter

Submit a cover letter signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the proposal. The letter must include the following: (1) a statement identifying the Lead Proposer to this RFP; (2) a contact for all communications pertaining to the Proposer’s proposal (include telephone number, e-mail address and mailing address); (3) a statement of the Proposer’s overall ability and qualifications to conduct the work; (4) a statement that the Proposer agrees to comply fully with the terms

and conditions of the Agreement, attached hereto as Appendix A; (5) a statement that the Proposer agrees that the Proposer's rates and overhead and profit rate listed on the OPS are non-negotiable and will be incorporated into the Agreement; and (6) a statement that the Proposer agrees to fully comply with all applicable San Francisco laws.

5.2.3 Executive Summary

Proposer must provide an executive summary that:

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

5.2.4 Qualifications Summary

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

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

5.2.5 Task Descriptions

Proposer must confirm, expand and/or detail the tasks outlined in the scope of services of this RFP (see Section 3.3, Tasks 1-6), and provide detailed descriptions of how the Proposer proposes to execute the work associated with each task. The more detailed descriptions to be provided by Proposer shall not in any way lessen or eliminate any of the work elements outlined in this RFP. The detailed task descriptions provided by the selected Proposer will constitute the scope of services section of the Agreement. The task descriptions to be provided as part of the proposal should therefore be detailed enough to clearly identify the work to be performed under each task. The detailed task descriptions should specifically address the Proposer's approach to the key work described in Section 3.3.

5.2.6 Work Approach

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

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities, including coordination and communication with SFPUC staff.
- Processes/measures for tracking delivery/performance, and maximizing quality (Quality Assurance/Quality Control (QA/QC));
- Processes for internal and external notification and resolution of technical conflicts.

- Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges.
- Location where the work is to be managed and location where each component of the work is to be performed;

5.2.7 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 B, 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 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

All Proposals must provide 2021 billing rates. The Consultant will only be allowed to escalate its 2021 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

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

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

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

B. Individual Contractor

An Individual Contractor for purposes of the OPS is an individual staff team member proposed by Proposer who is compensated by Proposer under an hourly contract pay rate instead of an hourly base payroll labor rate. An Individual Contractor must be listed as a separate line item in the OPS. The Individual Contractor's name, entity, and hourly pay rate shall be listed, and the hourly pay rate extended to a billing rate with a 1.00 Overhead and Profit Rate pass-through. The Individual Contractor's hourly pay rate must be verifiable by an executed written contract with the Proposer. Markup on an Individual Contractor is limited to 5% of the Individual Contractor's proposed billed cost. The Proposer's markup for an Individual Contractor must be captured in the 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 for the duration of the Agreement. The EOPR will apply to the billing rate of all subconsulting firms not listed in the OPS. If a new subconsulting firm is added during the duration of the Agreement, the new individual firm Overhead and Profit Rate can be no more than the Proposal Effective Overhead and Profit Rate. The EOPR will also apply to all amendments to the Agreement.

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

The Proposer shall provide the markup on 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 Manager.**

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by SFPUC (“out-of-town” shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.
 - Rental vehicle: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
 - Personal vehicle use: SFPUC will pay Consultant on a per mile basis as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Consultant must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Consultant must submit to the City an approved mileage log and expense report with its monthly invoices.
 - Project vehicle rental/lease cost, gasoline, tolls and parking. The Consultant must request the project vehicle and receive pre-authorization by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from Contractor’s temporary home is not eligible for reimbursement.
- Specialty printing (“specialty” as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task related permit fees; and
- Expedited courier services when requested by SFPUC staff and task-specific Safety equipment.

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

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

5.2.8 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 C: Form 2A, , Form 3, Form 4, and Form 5.

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

6 Evaluation and Selection Criteria

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

6.1 Initial Review

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

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

6.2 Overall Evaluation Process

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

Technical Written Proposal	900
Overhead and Profit Schedule	100
TOTAL	1000

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

The Selection Panels, 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 will not include staff closely involved with the preparation of this RFP and the development of the scope of services on the Selection Panel.

6.2.1 Written Proposal Evaluation

The Written Proposal Evaluation consists of separate evaluations of both the Technical Written Proposal and the Community Benefits Submittal. SFPUC will total the scores for the Technical Written Proposal and the Community Benefits Submittal.

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

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

6.2.1.1 Technical Written Proposal

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

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Format and Organization (Including Cover Letter and Executive Summary)	5.2.2, 5.2.3	50
Qualifications Summary	5.2.4	200
Task Description	5.2.5	350
Work Approach	5.2.6	300
Total Points:		900

6.2.2 Overhead and Profit Schedule Evaluation

SFPUC will score Proposals based on their proposed Effective Overhead and Profit Rate (EOPR, or “average multiplier”) for this Project.

SFPUC may reject the data provided in the and exclude it from the score tabulation if SFPUC finds it to be inconsistent with any of the information provided in the Proposal. For example, classification of team members presented in the Work Approach must be consistent with classification of team members listed in the OPS.

SFPUC will allocate 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 2.50	100
2.51 - 2.60	90
2.61 - 2.70	80
2.71 - 2.80	70
2.81 - 2.90	60
2.91 – 3.00	50
3.01 - 3.10	40
3.11 - 3.20	30
> 3.20 *	0

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

The CMD Contract Compliance Officer will assign a rating bonus to the combined OPS score, if applicable. SFPUC will tabulate the OPS Scores, or CMD-adjusted Fee Schedule scores (if applicable).

6.3 Final Scoring

The SFPUC will tabulate written proposal, 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. SFPUC will identify the Proposer with the highest total score as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

7 Award of an Agreement

7.1 Agreement Preparation

The SFPUC General Manager will make a recommendation to the SFPUC Commissioners, subject to approval by the San Francisco Board of Supervisors pursuant to City Charter Section 9.118, to award an Agreement to the highest-ranked Proposer.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of the Board of Supervisors' approval 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 Consultant for damages.

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

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. SFPUC will not negotiate the terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS. By submitting its proposal, Proposer agrees to the terms of the Agreement and agrees not to propose negotiation of any of its terms.

7.3 Agreement Administration

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

The City strictly prohibits the Consultant 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 Consultant 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 Section 8.3 of this RFP. The City is not obligated to issue addenda in response to any request submitted after ~~deadline to submit questions.~~

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 8/6/2021.

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.0152 Power Scheduling Coordination and Related Support Services**

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

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

8.5 Reserved (Signature Requirements)

8.6 Term of Proposal

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

8.7 Revision of Proposal

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

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

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

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

8.8 Errors and Omissions in Proposal

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

8.9 Financial Responsibility

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

8.10 Proposer's Obligations Under the Campaign Reform Ordinance

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

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

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

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

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

about a particular contract, requests for documents relating to a RFP, and requests to be placed on a mailing list do not constitute negotiations.

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

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

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

8.11 Sunshine Ordinance

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

8.12 Public Access to Meetings and Records

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

8.13 Reservations of Rights by the City

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

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

8.14 No Waiver

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

9 Contract Monitoring Division (CMD) Requirements

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

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

9.1.1 LBE Subconsulting Participation Requirements

The LBE subconsulting participation requirement for this Project is **waived**.

9.1.2 LBE Prime/JV Participation

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

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

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

Rating Bonus Application for SF Small- and Micro-LBEs

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

Rating Bonus Application for SBA-LBEs

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

If applying for a rating bonus as a JV: The Small- and/or Micro-LBE must be an active partner in the JV and perform work; manage the job and take financial risks in proportion to the required level of participation stated in the proposal; be responsible for a clearly defined portion of the

work to be performed; and share in the ownership, control, management responsibilities, risks, and profits of the JV. Proposer must describe the portion of the Small- and/or Micro-LBE JV's work in detail separately from the work to be performed by the non-LBE JV partner. The Proposal must designate the Small- and/or Micro-LBE JV's specified portion of the contract work that constitutes a commercially useful function.

9.1.3 LBE Forms

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

- Form 2A – CMD Contract Participation
- Form 3 – CMD Non-Discrimination Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)

Form 5 – CMD Employment Form. Failure to complete, sign, and submit each of the required CMD/LBE forms may result in the response package being deemed non-responsive and rejected. Direct all inquiries concerning the CMD LBE program to Linda Rainaldi, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-3106 or Linda.Rainaldi@sfgov.org.

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

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

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

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

10 Additional City Requirements

10.1 Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder. If a 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 Consultant will be required to enter into the Agreement, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix A. Submission of a proposal shall indicate Proposer's Agreement to all terms of the Agreement.

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

10.3 Nondiscrimination in Contracts and Benefits

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

10.4 Minimum Compensation Ordinance for Employees (MCO)

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

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

10.5 Health Care Accountability Ordinance (HCAO)

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

10.6 First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring

Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

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

10.7 City Vendor and Subconsultant Registration

Consultant 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) (<https://sfcitypartner.sfgov.org/Vendor>) to register.

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

10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the Consultant 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 Consultant must provide a taxpayer ID. Vendor may register their business for tax purposes by filling out the Business Registration online application: <https://newbusiness.sfgov.org/vendor/>.

10.9 Conflicts of Interest

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

10.10 Administrative Code 14B Reporting Requirements

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

Administrative Code Chapter 12X Requirements

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

11 Protest Procedures

11.1 Protest of Non-Responsiveness Determination

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

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

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

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

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

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

11.2 Protest of Agreement Award

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

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

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

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

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

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

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

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

11.3 Delivery of Protests

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

San Francisco Public Utilities Commission

Contract Administration Bureau

RE: **PUC.PRO.0152**

Power Scheduling Coordination and Related Support Services

525 Golden Gate Avenue, 8th Floor

San Francisco, CA 94102

12 Conflict of Interest

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

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

12.1 Obligations

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

12.2 Work

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

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 participating in one contract with SFPUC can review any of its own work performed under another contract. Conflicts would likely arise if any firm participates in either preparation of final engineering design or in preparing any documents enumerated in a contract for construction or in preparing any documents the SFPUC requires a Proposer to rely on in the preparation of its bid. Participation in this phase also would likely be in conflict with participation in the construction phase.
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 on more than one (1) proposing team. In addition, if a designated Prime Consultant intends to be listed as a subconsultant on another competing proposal, the Prime Consultant 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 cannot participate in more than one interview.

12.4 Consultation with Counsel

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

13 Acronyms and Abbreviations

- CABContract Administration Bureau
- LBE.....Local Business Enterprise
- LOSLevel of Service
- ODCOther Direct Cost
- OPS.....Overhead and Profit Schedule
- RFPRequest for Proposals
- SFPUCSan Francisco Public Utilities Commission
- SOPStandard Operating Procedure
- WWEWastewater Enterprise

14 List of Appendices

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