Request for Proposals:

Re-bid of PRO.0026: Southeast Water Pollution Control Plant (SEP) Program Construction Management (CM) Services

Agreement No. PUC.PRO.0104

11/6/2017

San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

525 Golden Gate Ave • San Francisco, CA 94102

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1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco (City), seeks to retain the services of a qualified Proposer[1] to assist the SFPUC in providing Program Construction Management oversight at the Southeast Water Pollution Control Plant (SEP). Construction of select treatment facilities located at the SEP is part of the SFPUC's Sewer System Improvement Program (SSIP). The SEP Program, with an estimated construction value of over $1 billion, includes, but is not limited to, the SSIP Phase 1 construction projects at the SEP listed in Section 2.6.3. SEP program-level construction management (CM) oversight of the SEP Program will provide CM organizational effectiveness and compliance with the SFPUC's CM Plan, Safety Approach, and CM Procedures. Additionally, this oversight will ensure standardization, conformity, and consistency throughout SEP project construction. The Program CM Services required at the SEP include, but are not limited to, SEP Construction Management, SEP Construction Controls Management, SEP Construction Contracts Management, SEP Construction Risk Management, Safety Management, Environmental Compliance Services, Public Outreach and Communications, and SEP Supplier Quality Surveillance.[2]

The selected Proposer will become the SEP Program Construction Manager (PCM) and will be required to provide fully qualified and experienced program construction management personnel to assist the SFPUC in managing, and successfully delivering, the SEP Program and its associated construction projects.

Proposers responding to this RFP must have the following proven expertise and extensive experience in:

- Program construction management of large, complex infrastructure programs, similar in size and scope to the SEP Program;
- Understanding and executing all construction management aspects of large, public water- and/or wastewater-related capital improvement programs including, but not limited to, program construction management, program construction controls

[1] "Proposer" refers to any entity responding to this Request for Proposals (RFP).

[2] The Proposer may also be called upon to provide other related program CM services during the term of the Professional Services Agreement (Agreement) attached as Appendix A.

management, program construction contract management, program construction risk management, etc.; and

- Understanding and advising on alternative project delivery methods for key staff.

The anticipated total amount and duration of the Agreement are as follows:

Contract Amount: $35,000,000.00

Contract Duration: 10 years

This amount is inclusive of all tasks and all reimbursable costs. The SFPUC reserves the right to commence, close, reduce, or extend Proposer services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term and may increase the contract amount consistent with City requirements.

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.

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

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

1.2 Tentative RFP Schedule

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

Advertisement of RFP 11/6/2017
Pre-Submittal Conference and Site Visit.....11/13/2017
Deadline for Proposers to Submit Questions 11/15/2017
Deadline for Proposers to Submit Proposals.....11/28/2017
Short-Listing and Notification for Oral Interviews 12/14/2017
Oral Interviews.....1/4/2018
Posting of Highest-Ranked Proposer 1/9/2018
Public Utilities Commission Award and Authorization to Execute Agreement* 2/13/2018
Board of Supervisors Approval** 4/10/2018

Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement 4/17/2018
Notice of Contract Award 5/15/2018

* The SFPUC's award and authorization of the execution of an Agreement with the highest-ranked Proposer to perform the requested services is subject to the approval of the San Francisco Board of Supervisors.

** Because the Agreement will be subject to approval by the Board of Supervisors pursuant to Section 9.118 of the San Francisco Charter, the SFPUC will recommend approval by the Board of its action by resolution.

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' authorization to execute the Agreement may result in the SFPUC executing an Agreement with the next highest-ranked Proposer. Compliance shall include, but not be limited to: submission of certificates of insurance, compliance with Administrative Code Chapter 12B, and approved City vendor status.

1.3 Limitations on Communications

Proposers must adhere to the following rules regarding communications related to this RFP:

- Staff of any Proposer, subconsultant, vendor, or any other individual related to a Proposer team currently stationed at the Southeast Water Pollution Control Plant (SEP) must vacate the plant within 24 hours of advertisement of this RFP and remain off-site until after the solicitation is complete. Such staff will be notified when they may return.
- Other than the scheduled site visit for this solicitation set forth in Section 1.4, there will be no other facility tours for Proposers, subconsultants, vendors, or any other individual related to a Proposer team.
- For the duration of this solicitation, from the date this RFP is advertised until the date the SFPUC announces the highest-ranked Proposer selected for award, only properly badged SFPUC Wastewater employees will be allowed entry to the SEP. All other visitors will only be permitted if attending scheduled meetings, public tours, and if they are escorted by an SFPUC Infrastructure Project Manager or SFPUC Wastewater employee.
- Proposers, subconsultants, vendors, and/or any other individual related to a Proposer team are specifically directed that they are not permitted to contact any employees or officials of the City other than those specifically designated in this RFP and its Attachments.

- Unauthorized contact may be cause for rejection of Proposals at the City's sole and absolute discretion.

1.4 Pre-Submittal Conference, Site Visit, and Requests for Information

Pre-submittal conference information:

Time: 10:30 AM
Date: 11/13/2017
Location: O'Shaughnessy Conference Rooms A—C, SFPUC Headquarters,
525 Golden Gate Avenue, San Francisco, CA 94102

Attendance at the pre-submittal conference is encouraged. Questions regarding the RFP will be addressed at this conference and any new information will be provided at that time. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City is not bound by any oral representation. If any new and/or substantive information is provided in response to questions raised at the pre-submittal conference, it will be memorialized in a written addendum to this RFP.

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

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

Site visit information:

Time: 1:30 PM
Date: 11/13/2017
Location: Southeast Water Pollution Control Plant (SEP)
750 Phelps Street, San Francisco, CA 94124

- The SFPUC will only allow one site visit to the SEP. No other access will be provided to the SEP and/or its facilities during the solicitation, except as explained above.
- The site visit will provide a general overview of the SEP and will include the existing Headworks Facility, the existing Biosolids Digester Facilities, and other wastewater treatment facilities. The visit may last up to one (1) hour. Proposers shall meet SFPUC project staff prior to the site visit in the entrance lobby of the SEP or as directed during the pre-submittal conference.

- The SFPUC may arrange an additional site visit at its sole discretion.
- Attendees are required to wear their own work boots, safety vests, and hard hats.

The site visit shall be limited to two (2) team members from each of the Proposers, inclusive of Subconsultants. Pictures will not be allowed on the site visit.

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. Please refer to Section 8.2 for more information regarding RFP inquiries. With the exception of Contract Monitoring Division (CMD) or City contracting inquiries, no questions or requests for interpretation will be accepted after 11/15/2017**.**

1.5 Diversity in Contracting

This contacting opportunity is subject to compliance with the City's Administrative Code Chapter 14B Local Business Enterprise (LBE) subcontracting requirements. In addition, the SFPUC seeks to promote diversity within its contracting opportunities. Thus, the agency strongly encourages proposals from Proposers who optimize the use of Micro-LBEs, Small-LBEs, and SF Small Business Administration (SBA)-certified LBE firms. The SFPUC also seeks to further optimize the use of consultant teams that reflect the diversity of the City and County of San Francisco. As such, it is recommended that Proposers consider the composition of their teams in terms of gender, age, ethnicity, and race, and to utilize teams that include a diverse mix of staff at all organizational levels.

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

1.6 General Restrictions Applicable to SSIP Agreements

1.6.1 Overview – Construction Management Services for SSIP

The SSIP team has issued and intends to issue multiple Requests for Proposals (RFPs) for Construction Management (CM) services. These RFPs are organized into various proposed program-level and project-specific scopes of services. The SFPUC will solicit proposals from qualified consultants to provide comprehensive professional CM services to assist with implementing the SSIP.

The RFPs that have been issued, and/or are planned for issuance, including the current estimated values and the proposed advertisement and Notice to Proceed (NTP) dates, are as follows:

CM RFP	Contract No.	CM Agreements	Estimated Total Value	Advertisement Date	NTP Date
1	PRO.0028	New Headworks	$17M	November 2016	July 2017
2	PRO.0104 (Rebid of PRO.0026)	SEP Program CM Services	$35M	Fall 2017	Estimated Spring 2018
3	PRO.0068	Biosolids CM Staff Augmentation Services	$40M	Winter 2017	Summer 2018
4	PRO.0095	As-Needed CM Services	$16M	Late Winter / Early Spring 2018	Late Summer / Early Fall 2018

1.6.2 General Rules Applicable to All SSIP CM RFPs

Proposers should be aware that the SFPUC will impose the following rules. These rules are to prevent firms from overseeing their own work. For purposes of these rules, construction agreements include alternative delivery agreements.

1. Any firm on the SSIP Program Management agreement (CS-165) cannot participate on any project-specific construction management (CM) agreements. However, any firm listed on the SSIP Program Management agreement that has not performed work under that agreement may pursue project-specific opportunities, and if so awarded, may withdraw from the SSIP Program Management agreement.

2. Any firms on the SSIP Program Management agreement are unlikely to have a conflict of interest with respect to performing services on the SEP Program Construction Management agreement (PRO.0104 (Rebid of PRO.0026)).

3. Any firms on the SEP Program Construction Management agreement cannot participate on any project-specific CM agreements or any construction agreement for the Phase 1 projects listed in Section 2.6.3.

4. Any firms participating on a project-specific CM agreement or construction agreement for the Phase 1 projects listed in Section 2.6.3 cannot participate on the SEP Program Construction Management agreement. However, any firm listed on a Phase 1 project-

specific CM agreement or construction agreement who has not performed work under that agreement may pursue the SEP Program Construction Management opportunity, and if so awarded, may withdraw from the project-specific CM agreement or construction agreement.

5. Any firms participating on a project-specific CM agreement are unlikely to have a conflict of interest with respect to performing services on another project-specific CM agreement.

6. Any firm that performed final engineering design services for a specific project cannot perform CM services for the same project or for the SEP Program Construction Management agreement. Final engineering design services do not include estimate preparation, design reviews, and value engineering reviews.

Regardless of any statements made above, the successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local law related to conflicts of interest. Proposers are advised to carefully review Section 12 of this RFP before submitting a proposal. Further, 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.

2 Background

2.1 San Francisco Public Utilities Commission (SFPUC)

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

The mission of the SFPUC is to:

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

The SFPUC is comprised of three (3) separate enterprises. The Water Enterprise is responsible for managing the transmission, treatment, storage, and distribution of potable water to San Francisco's wholesale and retail customers. The Wastewater Enterprise is responsible for managing the collection, treatment, and disposal of San Francisco's wastewater. The Power Enterprise is responsible for managing retail power sales, transmission and power scheduling, energy efficiency programs, street lighting services, utilities planning for redevelopment projects, energy resource planning efforts, and various other energy services.

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

2.2 SFPUC Policies

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

A. Sustainability Plan and Program

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

https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1064754&data=409930290

B. Environmental Justice Policy

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

https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1064753&data=409929905

C. Community Benefits Policy

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

https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1064755&data=409930675

D. Technology Policy

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

https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1064756&data=409931060

2.3 SFPUC – Infrastructure Division

Within the SFPUC, the Infrastructure Division is responsible for delivering capital improvement programs and for providing internal personnel resources for these programs.

The Infrastructure Division, which is managed by the Assistant General Manager (AGM) for Infrastructure, is organized into operations and programs. Operations consist of the following: Project Management Bureau (PMB), Engineering Management Bureau (EMB), Bureau of Environmental Management (BEM), Construction Management Bureau (CMB), Program Controls, and Project Administration Bureau. Programs consist of the Sewer System Improvement Program (SSIP) and 10-year Wastewater Enterprise Capital program and the Water System Improvement Program (WSIP) and 10-year Water Enterprise Capital program.

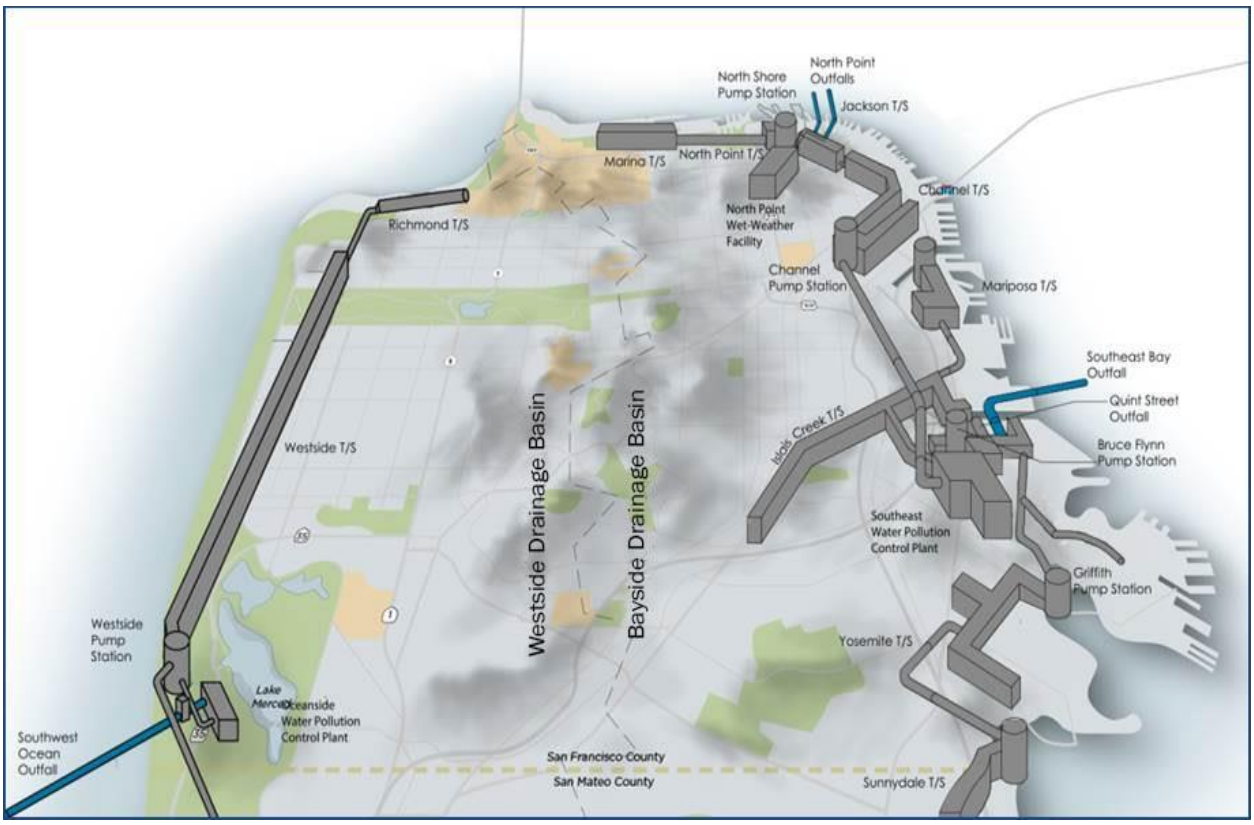
2.4 Wastewater Enterprise

As previously mentioned, the Wastewater Enterprise (WWE) is responsible for managing the collection, treatment, and disposal of San Francisco's wastewater. The SFPUC's wastewater system currently meets all discharge permit requirements of the State of California and U.S. Environmental Protection Agency.

The WWE operates and maintains the City's combined sewer system, which collects and treats 40 billion gallons of wastewater and stormwater annually. This system consists of the following infrastructure: 1,000 miles of pipes, which collect sanitary sewage from homes, businesses, and stormwater runoff; large transport/storage box facilities; 27 pump stations that transport the wastewater and stormwater; three (3) treatment plants; and several deep water outfalls that discharge the treated water into the San Francisco Bay and Pacific Ocean. The three (3) treatment plants are the Southeast Water Pollution Control Plant (SEP), the Oceanside Water Pollution Control Plant (OSP) and the North Point Wet Weather Facility (NPF).

Figure 1 presents an overview of San Francisco's sewer system showing the various treatment facilities and major drainage basins.

Figure 1: SFPUC Sewer System



(Original Source: Final Alternatives Analysis Report, Sept, 2015)

San Francisco's sewer system has undergone capital improvements over the years, but many facilities and substantial parts of the collection system continue to age and deteriorate, limiting the reliability and flexibility of the overall sewer system and impacting the City's provision of crucial public services. The sewers, transport/storage structures, tunnels, and force mains, which are vulnerable due to age and current conditions, are also vulnerable to potential seismic activity.

Portions of the SEP as well as the NPF were built over 60 years ago. These treatment plants are facing many challenges related to aging infrastructure, outdated technologies, and reduced reliability due to poor facility conditions. In particular, several of the key process units at these facilities are in need of complete replacement. Some of the technologies employed by these processes are outdated, the structural integrity of some of the units is compromised, and the basic supporting infrastructure, e.g., control, electrical, and mechanical systems, is no longer reliable. The design standards that governed the construction of the SEP did not incorporate the current concepts and technologies now available for mitigating negative impacts on the surrounding community. Even the OSP, which was commissioned in 1993 and is the most recently constructed treatment facility in the City, is experiencing the effects of wear and tear

due to 20 years of operation, 24 hours/day, 7 days/week, in a highly corrosive marine environment.

In addition, the need to reduce energy consumption, protect natural resources, and address potential climate change impacts requires that the SFPUC considers sewer system upgrades and improvements.

2.5 Sewer System Improvement Program

The SFPUC has developed a comprehensive $6.9 billion Sewer System Improvement Program (SSIP). Managed by the Infrastructure Division, the SSIP is a series of major capital improvement projects to be implemented over the next two decades. These improvement projects will bring the City's combined wastewater and stormwater system into a state of good repair, meet current and future system challenges, and achieve the Commission endorsed Goals and associated Levels of Service (LOS). The SSIP will consider environmental benefits, sustainability, and community benefits in implementing the City's long-term wastewater needs.

The SSIP is the culmination of seven (7) years of wastewater system planning, public meetings, and SFPUC workshops aimed at identifying proposed improvements to address the following challenges:

- Aging infrastructure and poor conditions of existing facilities, many with little remaining useful life;
- Seismic deficiencies and lack of structural integrity, which increases the system vulnerability during earthquakes and large storms;
- Limited operational flexibility and lack of redundancy;
- Compliance with operational permits at all times including, but not limited to, permits issued by the U.S. Environmental Protection Agency, the Regional Water Quality Control Board, the Bay Area Air Quality Management District, and the San Francisco Department of Public Health;
- Stormwater management of San Francisco's eight urban watersheds;
- Optimization of system performance and efficiency;
- Protection of public health, the environment, and conservation goals to safeguard the natural and human environments; and
- Compliance with the Commission's Environmental Justice and Community Benefits Policies.

The purpose of the SSIP is to upgrade the existing wastewater system so it can meet the challenges of today and the future. The implementation of the SSIP projects and their

associated expenditures will be phased over twenty (20) years in an effort to maintain ratepayer affordability and minimize impacts to our communities throughout the City.

In October 2015, the SFPUC began work to refine the program scope, budget, and schedule based on newly available information and various constraints and challenges. The refinement effort, which included project reprioritization, scope refinement, and budget and schedule realignment, was completed in January 2016 and presented to the SFPUC Commission on March 22, 2016. The refined program scope and budget for $6.976 billion along with the SSIP Goals and LOS for all three phases of the SSIP were endorsed by the Commission along with the baseline for scope, schedule, and budget for Phase 1 projects totaling $2.910 billion. The revised program is referred to as the "2016 SSIP Baseline."

The endorsed SSIP Goals are as follows:

- Provide a compliant, reliable, resilient, and flexible system that can respond to catastrophic events;
- Integrate green and grey infrastructure to manage stormwater and minimize flooding;
- Provide benefits to impacted communities;
- Modify the system to adapt to climate change;
- Achieve economic and environmental sustainability; and
- Maintain ratepayer affordability.

Additional "SSIP Reference Material" is being made available for Proposers' information via the following link: https://sfwater.org/index.aspx?page=608.

2.6 Southeast Water Pollution Control Plant (SEP)

2.6.1 Background

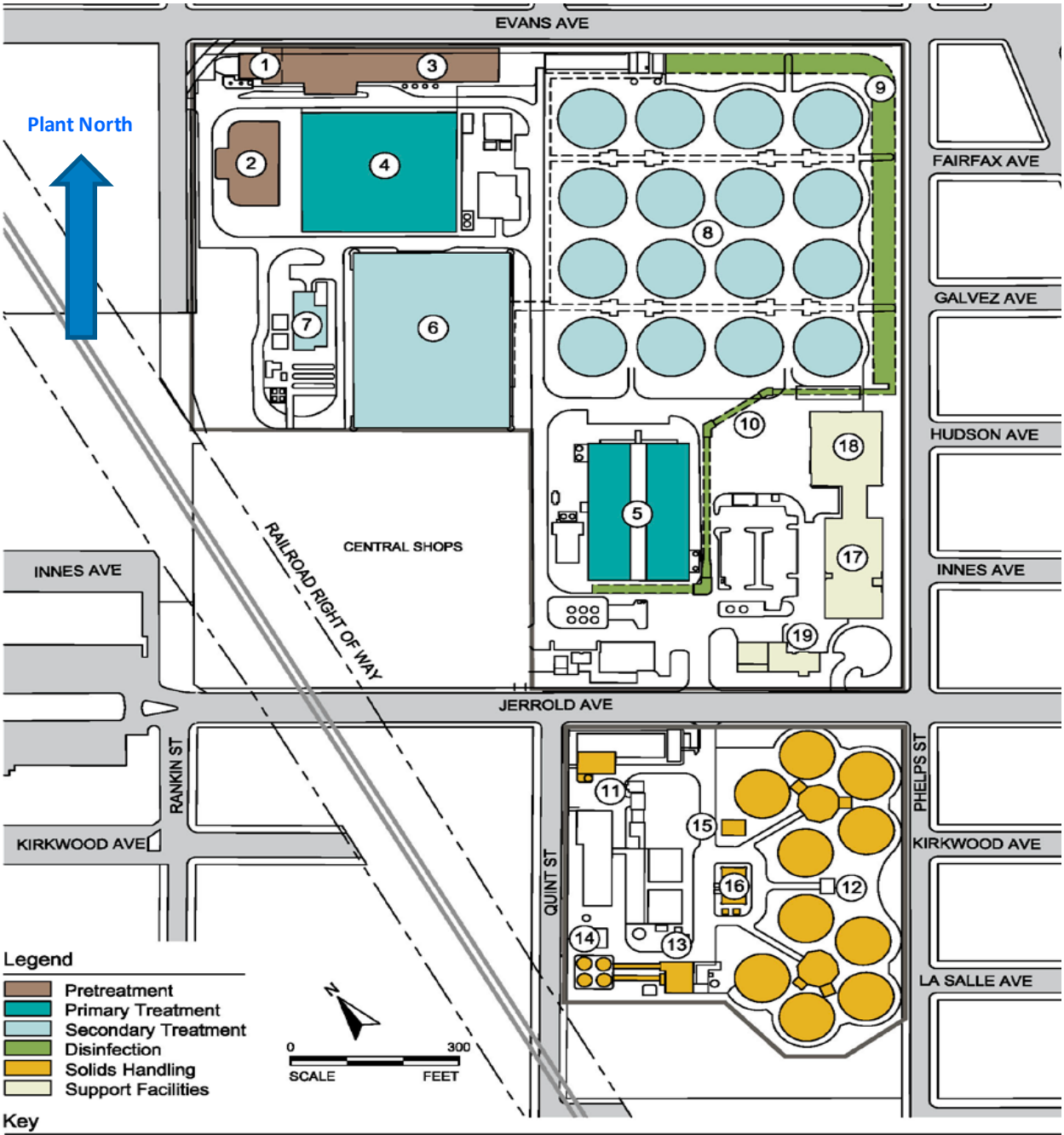
The Southeast Water Pollution Control Plant (SEP) is located at 750 Phelps Street in San Francisco and occupies approximately 40 acres within the Bayview District that includes industrial, commercial, and residential land uses. As shown in an aerial view (see Figure 2), the facility is bound by Evans Avenue, Phelps Street, Quint Street, and Rankin Street. Jerrold Avenue separates the facility into two parts, with the liquid treatment processes on the Plant north side and biosolids handling facilities on the Plant south side. The SEP combines physical, chemical, and natural biological processes to remove pollutants from wastewater and produce effluent that meets water quality standards.

Figure 2: SEP Aerial View

The SEP provides the wastewater treatment needs for nearly two-thirds of the City's residents in the Bayside Watershed (east side of City) and receives 80% of the City's total annual flow (see Figure 1). The SEP provides primary and secondary treatment using a high-purity-oxygen activated sludge process prior to effluent disinfection. Sludge treatment consists of gravity-belt thickening, anaerobic digestion, chemical conditioning and centrifuge dewatering with digester biogas being captured for onsite cogeneration and/or release via waste flares. See the following Figures 3 and 4 for the SEP site facilities and process flow diagram, respectively. Plant effluent is discharged during dry weather into the San Francisco Bay through the Pier 80 outfall. During wet weather, effluent is discharged through the Pier 80 outfall and at an additional outfall at the shoreline of Islais Creek (Quint Street Outfall).

The SEP was constructed in 1952 as a primary treatment facility with anaerobic digestion. In order to meet the mandates of the Federal Clean Water Act, the SEP was expanded in the early 1980s to provide secondary treatment of all Bayside Watershed dry-weather flows with a daily average design capacity of approximately 85 mgd and peak-hour design flow of 142 mgd. In 1996, the Plant's wet-weather capacity was increased to 250 mgd. During wet weather, up to 150 mgd receives full secondary treatment with additional 100 mgd receiving primary treatment prior to disinfection and discharge. The SEP complies with all dry- and wet-weather discharge requirements. The 2015 daily average dry-weather flow was approximately 52 mgd.

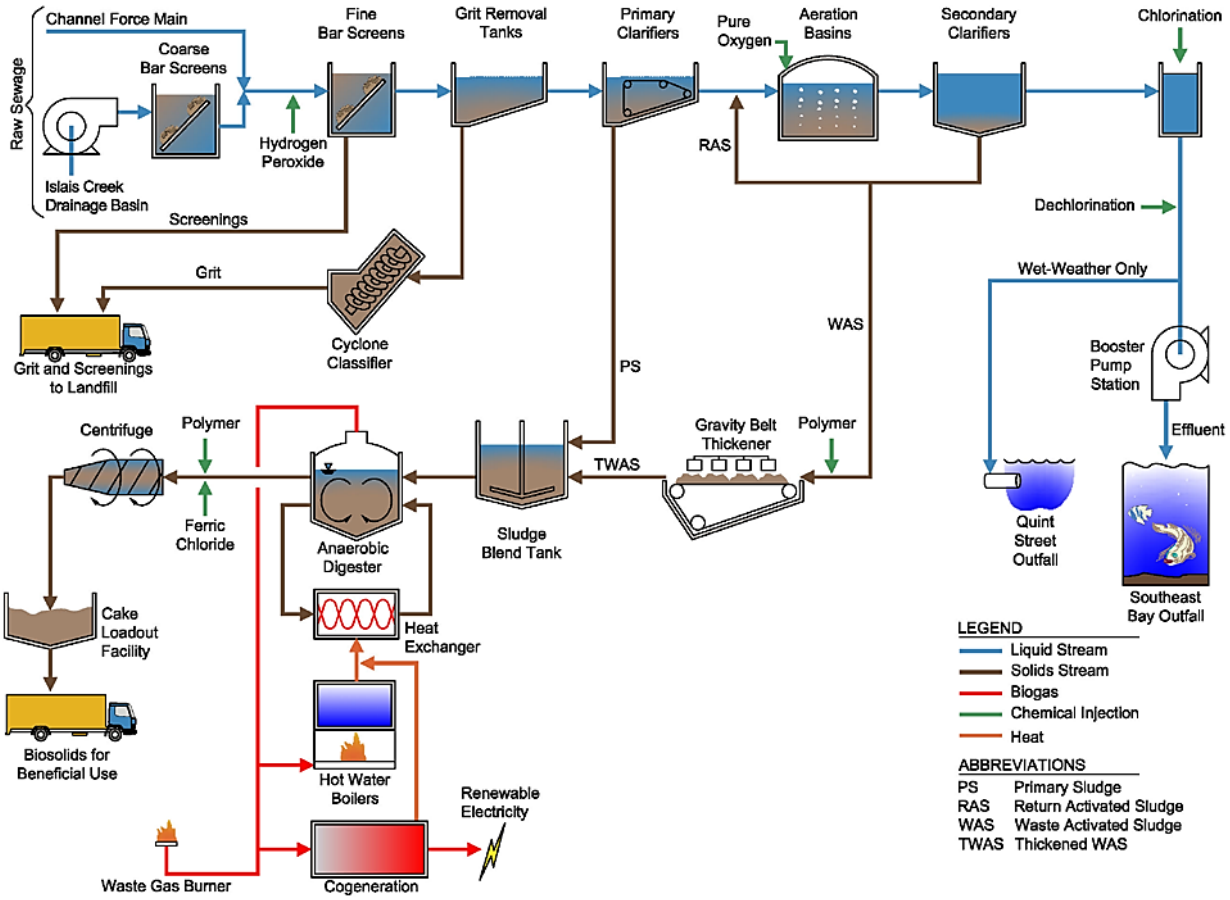
Figure 3: SEP Site Facilities



Key

1. Southeast Lift Station
2. Headworks
3. Wet-Weather Headworks
4. Primary Clarifiers
5. Wet-Weather Primary Clarifiers
6. Aeration Basins
7. Oxygen Plant
8. Secondary Clarifiers
9. Chlorination and Dechlorination
10. Wet-Weather Primary Effluent Chlorination
11. Gravity Belt Thickeners
12. Anaerobic Digesters
13. Centrifuges
14. Cake Loadout Facility
15. Cogeneration
16. Hot Water Boilers/Waste Gas Burners
17. Master Control/Laboratory/Administration
18. Maintenance Building
19. Engineering/Operations Building

Figure 4: SEP Process Flow Diagram



Originally constructed in the early 1950s, portions of the SEP are now operating beyond their useful life and/or with outdated technology. The proposed SSIP SEP treatment facility projects will provide the major improvements needed to ensure that the SEP maintains State and Federal permit compliance, operates reliably, and meets the Commission endorsed SSIP Goals and LOS. The proposed SSIP improvements at the SEP will address aging infrastructure, outdated technology, and neighborhood impacts and will provide sustainability, energy efficiency, and operational efficiency.

2.6.2 Environmental Review

The potential environmental impacts of some of the SEP construction projects, e.g., the SEP Biosolids Digester Facilities Project, are currently being evaluated through the California Environmental Quality Act (CEQA) review process.[3] While design work will be undertaken

[3] The Planning Department will determine whether an environmental impact report (EIR), negative declaration, or mitigated negative declaration is required for the SEP construction projects. The Planning Department has not yet determined the CEQA documents required for some of the SEP construction projects. Generally, the City's

during the CEQA review process and will inform such review, the CEQA analysis could require modifications to project design. In general, for projects evaluated under CEQA, construction work will not be authorized to commence until the CEQA review process is completed, the City approves the project, and the City notifies the contractor that construction work may begin. If the City does not approve the project, then construction work will not commence and the City will terminate the project. The City will not be obligated to pay for any construction work until it approves the project, authorizes the work, and issues an NTP. The design and construction work will need to incorporate any alterations, procedures, or alternatives identified and adopted during the CEQA review process.

Until the CEQA review process is completed for projects under review, the City retains sole and absolute discretion to (i) make such modifications deemed necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to the proposed project to avoid such impacts; (iii) balance the benefits of the project against unavoidable significant impacts prior to taking final action if such significant impacts cannot otherwise be avoided; or (iv) determine not to proceed with the proposed project. As such, the City reserves the right to change the projects that compose the SEP Program at any time in response to information obtained during the environmental review process.

2.6.3 SEP Program Construction Management – Phase 1 Projects

The PCM will provide oversight and supervision to ensure that project CM teams, which include Consultant Construction Management (CCM) teams, are conforming to the SFPUC's goals and requirements in accordance with the CM Plan, Safety Approach, and CM Procedures for the SSIP Phase 1 construction projects located at the SEP. Additionally, this oversight and supervision will ensure SEP Program standardization, conformity, and consistency among all SEP project CM teams throughout the duration of SEP project construction.

The construction projects that compose the SEP Program include, but are not limited to, the following:

Planning Department prepares the required CEQA documents and then distributes them for public review and comment. In accordance with the process required by CEQA and San Francisco's Administrative Code Chapter 31 procedures, the Planning Department will then prepare the final CEQA documents. The Planning Commission certifies final EIRs and hears appeals of draft negative declarations. Following completion of the CEQA documents, the SFPUC will decide whether to approve construction of the SEP projects. CEQA documents finalized by the Planning Commission or Planning Department are also appealable to the Board of Supervisors.

- **SEP Biosolids Digester Facilities Project (BDFP)**

  If approved, the proposed Biosolids Digester Facilities Project includes the construction of new digestion and solids handling processes, which would replace the existing, aged, and failing systems at the Southeast Water Pollution Control Plant (SEP). The existing biosolids facilities employ aging/outdated technologies for treatment, structural design, and odor control. The new facilities are proposed to be located in the southeast area of San Francisco adjacent to the SEP. The proposed project will include state-of-the art treatment processes producing biogas and Class A biosolids that can be reused for beneficial purposes. The proposed new replacement facilities will meet SSIP LOS, optimize operations and maintenance demands, satisfy present and future seismic and structural requirements, and minimize odor and visual impacts of the new Biosolids Digester Facilities Project on the surrounding community.

- **SEP New Headworks (Grit) Replacement**

  The New Headworks Replacement Project involves the construction of a new all-weather 250 mgd Headworks facility, consisting of state of art influent pumping, screening, grit removal, and odor control technologies. The project will include demolishing two existing antiquated Headworks facilities and existing influent lift station. The New Headworks facility will install coarse screens, fine screens with washer/compactor units, and high efficiency grit removal units. The new odor control system will be comprised of two-stage odor treatment in order to minimize the odor impacts. The project will also improve the visual aesthetics of the facility.

- **SEP Primary and Secondary Clarifiers Upgrades**

  This project will upgrade the mechanical, structural, and electrical components at the primary and secondary sedimentation tanks (clarifiers) at the SEP to address operational reliability and compliance with regulatory requirements for liquid treatment. The major upgrades taking place at the primary sedimentation tanks include replacing key mechanical and electrical equipment and addressing structural repairs such as concrete repairs and the coating of tanks and influent channel. Covers for the primary sedimentation tanks and a ventilation system will also be installed. Similarly, major upgrades for the secondary clarifiers include replacing key equipment and retrofitting existing secondary clarifiers (8 of 16 included in this project). Structural repairs will also be addressed including concrete crack repairs and coating.

- **SEP 521/522 and Disinfection Upgrades**

  Included in this project are upgrades to the Post-Chlorination Building, construction of a new building to house electrical and hydraulic controls, and replacement of valves and

actuators in the Chlorine Contact Channel and stoplogs at the Effluent Control Structure. The new building for electrical and hydraulic controls will be constructed to meet the SSIP seismic reliability goals. In addition, this project will upgrade and relocate the non-potable (W3) pump system by replacing four (4) existing W3 pumps and motors with six (6) new higher flow capacity pumps.

- **SEP Facility-Wide DCS Control Upgrades**

  This project addresses distributed control system (DCS) upgrades within the SEP, Oceanside Water Pollution Control Plant (OSP), North Point Wet Weather Facility (NPF), Channel Pump Station (CHS), Westside Pump Station (WSS), and Bruce Flynn Pump Station (BFS). Under this project, OSP, NPF, and WSS DCS upgrades include planning/design only to ensure system-wide consistency. Both hardware and software upgrades integrating field instrumentation, control devices, communications hardware, processing hardware, interface hardware, and associated software packages into a unified system are required to provide real-time, system-wide monitoring and control. Coordination of monitoring parameters in various systems to reflect geo-spatial relationships will also be required to maintain compatibility and consistency of the input data used for process control.

- **SEP Seismic Reliability and Condition Assessment Improvements**

  As part of the condition assessment effort, numerous seismic, conditional, and operational issues associated with the existing facilities will require remedial attention before other program projects are completed. This project represents immediate improvements to the existing facilities at the SEP identified as part of the condition assessment effort that are not specifically included as part of another near-term SSIP Phase 1 project. This project includes items for rehabilitation such as concrete spalling repair and seismic retrofit of priority process buildings. Seismic retrofit and structural repairs to the Sedimentation Building and channel structures (SEP 530 Contact Channel, SEP 540 Effluent Control Structure, 6' reinforced concrete pipe from SEP 540 to Booster Pump Station, Conduits C/D/E, SEP 525 Box Channel, and 9' reinforced concrete pipe to Junction Structure #5) will be completed.

- **SEP Existing Digester Gas Handling Improvements**

  As part of the SSIP, a new biosolids handling facility will be built to replace the existing system. However, the existing digesters and associated facilities must continue to handle all biosolids generated by primary and secondary treatment operations at the SEP until all planning, design, construction, and commissioning activities for new facilities are completed. The project consists of process upgrades addressing deficiencies related to digester gas compressors, heat exchangers and controllers,

combined primary activated sludge (CPAS) tank, boiler, and boiler stacks, waste flare and cogeneration cooling water system, and B100 biofuel tank (EPA permit compliance). Building systems and odor control unit (OCU) upgrades such as replacing roof drains, OCUs and upgrading ventilation and OCUs, roof replacement and air compressor (BAAQMD Permit Application) will also be completed.

- **SEP Power Feed and Primary Switchgear Upgrades**

  The project is intended to address the deficiency of the existing medium voltage power distribution system (MV PDS), obtain a second redundant power feed from PG&E to upgrade the treatment plant with redundant electrical feeds, construct a new main switchgear sized to provide adequate power to new facilities, replace aging unit substations, and integrate the electric services of the nearby pump stations to the SEP medium voltage network. The project consists of installing a new redundant PG&E service, upgrading the existing Hunters Point feed to 12 megawatts, upgrading the main switchgear, and replacing fifteen aging existing primary unit substations at the SEP. Additionally, it involves the integration of the Bruce Flynn Station and Booster Pump Station to the SEP MV PDS, an enhanced Energy Monitoring and Management System (EMMS), coordination with other SEP projects (particularly the BDFP) to plan the need for emergency generators for critical processes, and construction of a new duct bank from the main switchgear to an electrical manhole.

- **SEP Oxygen Generation Plant 01**

  The existing liquid oxygen (LOX) facility at the SEP does not meet current safety codes and is in need of replacement. The LOX system is a mandatory redundant system to the on-site oxygen generation to ensure full compliance with the National Pollutant Discharge Elimination System (NPDES) permit. This project includes the demolition of the LOX facility (three (3) horizontal LOX storage tanks, four (4) vaporization systems, and ancillary equipment), demolition of SEP 270 Oxygen Generation Building, installation of structural piles, construction of concrete slabs and utility trench, and installation of a new packaged LOX system consisting of four (4) vertical LOX storage tanks, vaporizers, and an unloading station.

3 Scope of Services

3.1 General Description of Services

The SFPUC seeks to retain the services of a qualified Proposer to assist the SFPUC in providing program construction management oversight for SSIP Phase 1 construction projects that compose the SEP Program, as referenced in Section 2.6.3. The PCM for the SEP Program will be required to provide fully qualified and experienced program construction management personnel to assist the SFPUC in managing, and successfully delivering, the SSIP Phase 1 construction work at the SEP.

3.1.1 SSIP CM Plan, Safety Approach, and CM Procedures

The SFPUC has defined expectations and an overall consistent approach to managing the SSIP and its projects during construction. To that end, a CM Plan, Safety Approach, and CM Procedures have been prepared for SSIP projects and shall be used as reference documents for this RFP (see Appendix B).

The CM Plan, Safety Approach, and CM Procedures define the roles and responsibilities of the team members in the organizational structure, provide guidance on what is expected regarding the various CM functions, and provide procedures to follow in order to provide a consistent management approach. The PCM will provide oversight and supervision to ensure that project CM teams are conforming to the SFPUC's goals and requirements in accordance with the CM Plan, Safety Approach, and CM Procedures.

3.1.2 City Staff Responsibilities

As outlined in the CM Plan, the work to be performed by City staff in support of program-level CM oversight and supervision are as follows:

- The SFPUC CMB will provide City staff to perform the duties of the SEP Construction Manager and SEP Construction Coordinator;
- The SFPUC PMB will provide a City staff person to perform the duties of the SEP Senior Project Manager;
- The SFPUC Program Controls Group will provide a City staff person to perform the duties of the Project Controls Manager (not to be confused with a Proposer's Program Construction Controls Manager);
- The SFPUC BEM will provide City staff to perform the duties of the Environmental Construction Compliance Manager (ECCM) and the Environmental Construction Compliance Coordinator (ECCC);

- The SFPUC Wastewater Enterprise (WWE) will provide a City staff person to perform the duties of the WWE Regulatory Manager; and
- The SFPUC WWE Capital Program will provide a City staff person to perform the duties of the SSIP Communications Manager.

3.1.3 PCM Primary Responsibilities

The primary role of the Proposer will be to provide program-level CM services to support the project construction work at the SEP including, but not limited to, the following tasks:

1. SEP Construction Management
2. SEP Construction Controls Management
3. SEP Construction Contracts Management
4. SEP Construction Risk Management
5. Safety Management
6. Environmental Compliance Services
7. Public Outreach and Communications
8. SEP Supplier Quality Surveillance

3.2 Detailed Description of Tasks

The selected Proposer will be responsible for providing the program construction management functional duties as outlined in the CM Plan. These tasks are not all inclusive and are subject to change.

TASK 1: SEP CONSTRUCTION MANAGEMENT

The SFPUC will use the SEP Program Construction Manager to provide broad and strategic focus and integration across all project delivery elements including, but not limited to: assistance in developing top-level execution strategies; program auditing and reporting functions; oversight of program-level construction schedule and cost controls, program-level risk management, and program-level safety management; recommendations for construction contracting strategies; recommendations for the allocation of contingencies; and ongoing alignment of top-level strategies to successfully achieve programmatic and technical requirements.

Other program construction management responsibilities include, but are not limited to, the following:

- Provide overall SEP program-level CM oversight and supervision to ensure that project CM teams are conforming to the SFPUC's goals and requirements in accordance with the CM Plan, Safety Approach, and CM Procedures, and to ensure program

standardization, conformity, and consistency throughout the duration of SEP project construction.

- Support the SSIP Deputy Director for Construction by providing SEP program-level oversight and supervision of CM activities including, but not limited to: progress, cost, and schedule controls; auditing and reporting functions; construction administration services and construction contracts management; construction risk management; construction safety; project interface coordination; shutdown schedule coordination; review and analysis of construction changes and claims; environmental compliance services and assistance in coordinating with regulatory agencies; public outreach and communications; startup and commissioning; and closeout.
- Provide implementation and management of the CM Plan, Safety Approach, CM Procedures, and current project CM staffing plans and budgets, related contingencies, and escalation factors; continuously make recommendations for improvement and provide revisions as required and requested by the SSIP's Deputy Director of Construction.
- Use the SFPUC's Construction Management Information System (CMIS) to provide quality assurance (QA) on CMIS utilization by project CM teams in order to oversee program-level construction activities and develop construction status/progress reports for the SEP (and for other wastewater projects, as needed).
- Provide program-wide construction QA, including construction QA oversight of the individual SEP project CM teams.
- Review existing project quality control (QC) procedures, provide recommendations for improvement, assist with revisions as necessary, and ensure that all CM QC procedures are in place and are consistently being followed by the project CM teams.
- Identify program-level trends and potential problems; develop recovery plans as needed; set program priorities to ensure early identification and avoidance of future potential problems; and identify and recommend revisions to policies and procedures required to successfully manage the SEP Program.
- Provide recommendations for and assistance with the management of program-specific challenges at the SEP, e.g., site constraints, nature of construction work, planned and unplanned shutdowns, the need to maintain Plant facility operations, etc.
- Participate in partnering, dispute resolution advisor (DRA), and dispute review board (DRB) meetings.

- Coordinate with the SEP project CM teams as necessary to update the San Francisco Municipal Transportation Agency (SFMTA) regarding local traffic, transit, bicycle, and pedestrian issues.
- Assist the SSIP Deputy Director of Construction in developing scopes of work for the SEP program-level CM tasks, securing the resources necessary, and providing monthly status reports of all SEP program-level CM work to the SSIP Deputy Director of Construction.
- Develop a communication plan for onsite Plant Operations staff regarding any upcoming construction changes potentially impacting the SEP and its treatment processes.
- Provide SEP project CM teams guidance and support, as necessary, in alternative project delivery methods.
- Provide orientation and training, as necessary, on construction claims analyses, scheduling, and risk assessment to SFPUC staff and project CM teams.
- Provide as-needed process engineering support for Plant Operations staff.
- Provide specialized as-needed construction management support, e.g., system integration and instrumentation & control (I&C) support, for the upgrade of the distributed control systems located at the SEP.
- Provide construction site security for the program CM field trailer(s) on an as-needed basis.
- Provide as-needed support for project CM teams on existing CM business processes and workflows.
- Provide additional program CM services and/or staff, e.g., SSIP safety oversight or environmental compliance, on an as-needed basis and as requested by the SSIP Deputy Director for Construction.
- Perform special tasks related to SEP program-level CM implementation as requested by the SSIP Deputy Director for Construction.

TASK 2: SEP CONSTRUCTION CONTROLS MANAGEMENT

- Provide program-level construction schedule management:
    - Develop and maintain on a monthly basis an SEP Construction Program Master Schedule that integrates all individual SEP project construction schedules, including renewal & replacement (R&R) projects and how those projects interface with SSIP construction projects as well as facility shutdowns and maintenance requirements for the SEP.

- Provide oversight and management of site access and logistics including, but not limited to, site security, traffic coordination, equipment deliveries coordination, staging, construction power/telecommunication/internet access, and look-ahead activities communicated to the public.
- Prepare a monthly update of the Master Summary Schedule by working with and incorporating information from the project CM teams, which shall include analyses and monitoring of schedule and cost trends.
- Provide independent assessments of progress and forecasts at completion of schedule and cost.

- Administer program-level construction cost control:
  - Provide SEP program-level change management auditing and cost control support for the on-going review and analysis of major construction changes and claims, including forecasting SEP Program and project construction costs to completion; provide consistency of reporting to other SFPUC Program Controls.
  - Prepare cost estimates as necessary.
  - Provide detailed documentation in support of the cost estimate summary amounts.
  - Provide comprehensive review and assessment of the Program's contingency and escalation factors on a periodic basis and provide comprehensive reporting on findings.
- Provide program-level document control and records management services:
  - Oversee SEP program-level document control including, but not limited to, management of construction document tracking through the use of the SFPUC's CMIS.
  - Coordinate with the SEP project CM teams to ensure Contract Documents are in good order and clearly marked to record accurately the Work as actually constructed ("as-built"), including changes, adjustments, and other information relative to the Work as actually constructed.
  - Ensure that building information modeling (BIM) standards and procedures for the SEP projects are set and in place for program-level use.

TASK 3: SEP CONSTRUCTION CONTRACTS MANAGEMENT

- Provide SEP program-level oversight of construction administration services. (See Section 2.2.9 of the CM Plan for greater detail.)

- Provide SEP program-level oversight of construction contracts management. (See Section 2.2.11 of the CM Plan for greater detail.)
- Oversee compliance with City ordinances and requirements.

TASK 4: SEP CONSTRUCTION RISK MANAGEMENT

- Assist with the development and administration of a program risk management plan for the Phase 1 construction projects located at the SEP.
    - Audit and review the project-specific risk management plans prepared by the project CM teams to assess the overall SEP Program risk exposure.
    - Incorporate risk management CM procedures into the overall SEP Program CM approach.
    - Assist with the risk management of SEP shutdown schedules, including providing troubleshooting assistance for Plant Operations staff.
    - Assist with ongoing assessments of general program risks and perform formal risk assessments as requested.
    - Develop comprehensive program-level risk management reports to apprise SFPUC senior management and various stakeholders of SEP Program risk.

TASK 5: SAFETY MANAGEMENT

- Provide safety oversight to ensure that the project CM teams are enforcing all safety requirements of the construction contractors and that the SSIP Safety Approach is being implemented.
- Assist in communicating with onsite Plant Operations staff regarding any upcoming construction changes potentially impacting the SEP and its treatment processes.
- Provide as-needed safety oversight on SSIP projects located at other wastewater facilities.

TASK 6: ENVIRONMENTAL COMPLIANCE SERVICES

- Provide environmental compliance oversight and management, inspections, and specialty monitoring services for the SEP to ensure that the project CM teams are enforcing the implementation of all environmental requirements in the specifications pursuant to the projects' Mitigation and Monitoring Reporting Plans (MMRPs), SFPUC's Standard Construction Measures, and/or regulatory permits.

- Coordinate with project CM teams regarding project schedules, budgets, compliance issue resolution, staffing, and other issues.
- Maintain quality and consistency of implementation of environmental procedures and inspections and monitoring and associated reporting across projects.
- Schedule environmental inspectors and specialty monitors.
- Review Contractor Submittals and RFIs.
- Review and obtain any requisite approvals related to Change Orders, including coordinating any supplemental environmental review that may be required.
- Prepare environmental section of SEP program-level CM reports.
- Develop and coordinate environmental trainings.
- Conduct regular environmental inspections to document compliance with requirements and/or identify issues and facilitate their resolution.
- Conduct as-needed specialty monitoring (i.e., for biological and archaeological resources).
- Draft regulatory reports for the SFPUC BEM Environmental Construction Compliance Coordinator (ECCC).

TASK 7: PUBLIC OUTREACH AND COMMUNICATIONS

- Assist the SSIP Communications Manager in consolidating and coordinating all SEP public and contractor outreach efforts.
- Serve as an extension of the SFPUC Communications Team and provide a broad range of communication services needed for the successful delivery of the construction projects at the SEP including, but not limited to, direct community engagement, broader stakeholder engagement, media engagement, and coordination within the SFPUC and with other City Agencies.
- Provide creative/graphical services to develop a wide variety of materials including, but not limited to, collateral, door hangers, advisories, fact sheets, and highly engaging visuals including infographics.
- Serve as immediate point of contact for all public, agency, and media inquiries related to SEP construction activities and potentially serve as the SEP construction spokesperson.
- Participate in District-wide (District 10) construction coordination meetings and track construction activities of other projects in close proximity to SEP.

- Track and record all inquiries, complaints, and engagements with the public and provide weekly reports to SFPUC Communications Team.
- Utilize drone and/or stationary cameras to record construction progress for use in communications, consistent with City policies.
- Participate in weekly construction meetings related to SEP construction projects and provide weekly updates on construction activities and a 3-week look ahead to be used for website, social media, and other collateral materials.
- Develop and distribute construction/traffic advisories to the SEP construction contact list, local media, and other interested stakeholders.
- Assist in identifying potential communication challenges that may not have been anticipated and resetting outreach priorities after review Public Information and Community Relation Plans.
- Assist in providing strategic guidance and as-needed support to the SEP project CM teams responsible for addressing complaints and concerns associated with construction activities.
- Assist in assessing and evaluating the SEP program-level CM communication message and refining the communication strategy as necessary; execute the SSIP "brand" to the fullest extent in order to capture the attention of stakeholders, elected/appointed officials, various interest groups, contractors, and trade organizations and to build support for the SEP.
- Assist in auditing the existing SSIP CM website to ensure that it includes features that have been beneficial in other complex, multi-year construction programs.
- Assist in making the SSIP CM website as responsive as possible in "real-time" to the public.

TASK 8: SEP SUPPLIER QUALITY SURVEILLANCE (SQS)

- Provide supplier quality surveillance (SQS) services as assigned by the SFPUC.

3.3 General Obligations

Any deliverables to be provided under this Agreement shall be submitted for review prior to being finalized. Three (3) separate submittals (outline, draft, and final) are required for each deliverable. The PCM must first submit an outline, which the SSIP Deputy Director of Construction approves, prior to the preparation of a draft document. The SFPUC will have

three (3) weeks to provide review comments on draft documents. The PCM shall then incorporate or respond separately to all comments provided by the SFPUC.

Unless specified otherwise, two (2) hard copies of the outline, five (5) hard copies of the draft and final documents and one (1) electronic copy of all documents should be submitted to the SFPUC in accordance with the schedule agreed upon in individual task orders.

3.4 Community Benefits

See Section 5.2.9 of the RFP for Community Benefits Submittal Instructions and Appendix C of the RFP for SFPUC's Community Benefits Program Supporting Documents.

4 Minimum Qualifications

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

4.1 Prime Proposer and Joint Venture (JV) Partners Qualifications

To qualify as a Proposer or Joint Venture for this RFP, a Proposer must demonstrate relevant expertise to successfully perform all the SEP Program Construction Management services described in this RFP.

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

To qualify as a Prime Proposer for this RFP, the Proposer must demonstrate substantial financial capability, reliability, strength, and corporate depth as well as significant knowledge, capability, and breadth of experience in program construction management to successfully perform its role and responsibilities. At a minimum, the Prime Proposer must possess the following qualifications:

- A minimum of twenty (20) years in business providing program management, planning, design, and construction management services for large infrastructure programs;
- Clearly demonstrated experience in a lead role (as a Prime Proposer) providing program construction management services for at least two (2) complex water or wastewater infrastructure programs within the last fifteen (15) years with at least one (1) program valued at $1 billion or more;
- Demonstrated construction management experience in alternative project delivery methods is encouraged and preferred; and
- Demonstrated understanding of current California wastewater and stormwater issues, regulations, and stakeholder concerns.

- General Contractor's license or a Key Team member who is a licensed architect or registered engineer in the State of California. If relying on a Key Team member, identify the Key Team member who holds the appropriate architect's license or engineer's registration.

To qualify as a Lead JV Partner for this RFP, the Proposer must demonstrate substantial financial capability, reliability, strength, and corporate depth as well as significant knowledge, capability, and breadth of experience in program construction management to successfully perform its role and responsibilities. At a minimum, the Lead JV Partner must possess the following qualifications:

- A minimum of twenty (20) years in business providing program management, planning, design, and construction management services for large infrastructure programs;
- Clearly demonstrated experience in a lead role (as a Prime Proposer or Lead JV Partner) providing program construction management services for at least two (2) complex water or wastewater infrastructure programs within the last fifteen (15) years with at least one (1) program valued at $750 million or more;
- Demonstrated construction management experience in alternative project delivery methods is encouraged and preferred; and
- Demonstrated understanding of current California wastewater and stormwater issues, regulations, and stakeholder concerns.
- General Contractor's license or a Key Team member who is a licensed architect or registered engineer in the State of California. If relying on a Key Team member, identify the Key Team member who holds the appropriate architect's license or engineer's registration.

The Non-Leading JV Partner shall possess experience that is extensive enough to assume full responsibility for the work outlined in this RFP should the Lead JV Partner separate from the SEP Program.

To qualify as a Non-Leading JV Partner for this RFP, the Proposer must demonstrate substantial financial capability, reliability, strength, and corporate depth as well as significant knowledge, capability, and breadth of experience in program construction management to successfully perform its role and responsibilities. At a minimum, the Non-Leading JV Partner must possess the following qualifications:

- A minimum of ten (10) years in business providing program management, planning, design, and construction management services for large infrastructure programs;

- Clearly demonstrated experience in a lead role (as a Prime Proposer, Lead JV Partner, or Non-Leading JV Partner) providing program construction management services for at least one (1) complex water or wastewater infrastructure program within the last ten (10) years valued at $250 million or more;
- Demonstrated construction management experience in alternative project delivery methods is encouraged and preferred; and
- Demonstrated understanding of current California wastewater and stormwater issues, regulations, and stakeholder concerns.

4.2 Subconsultant Qualifications

To qualify as a Subconsultant that will provide Key Team Member(s) for the tasks described in this RFP, the Subconsultant(s) must possess the following:

- A minimum of five (5) years of professional experience in the technical/business field(s) required under the scope of services for which the Subconsultant is being proposed. If the firm has less than five (5) years in business, the firm's Principal shall have at least fifteen (15) years of experience in the technical/business field(s) required under the scope of services for which the Subconsultant is being proposed; and
- Experience with construction management services on at least one (1) complex water or wastewater infrastructure program within the last ten (10) years.

Non-technical Subconsultants (e.g., reprographics) are not required to meet the above Subconsultant qualifications.

4.3 Key Team Member Qualifications

The following are required qualifications for key positions to be provided as part of this RFP. The City reserves the right to verify information regarding employment. It is the responsibility of the Proposer to put forth a highly qualified team with the experience and capabilities needed to successfully support SEP program construction management efforts and propose individuals who meet the specific qualifications highlighted in this section. All Key Team Members must provide letters of commitment as outlined in Section 5.2.3 (Qualifications Summary). Proposers are required to demonstrate conformance to the qualifications described below as related to each position.

A. SEP Program Construction Management Consultant Manager:

- At least twenty (20) years of recent experience in construction management of large and complex engineering/construction projects;

- At least five (5) years of recent experience as a Program Construction Manager on at least one (1) complex water or wastewater infrastructure program within the last fifteen (15) years with a construction value of $1 billion or more;
- At least three (3) years of recent construction management experience in alternative project delivery methods;
- At least five (5) years of recent experience in using Primavera, Unifier, or other similar construction management software systems;
- Baccalaureate degree or higher in engineering, construction management, or closely-related discipline from an accredited institution; and
- Registration as a Professional Engineer in the State of California is desirable.

B. SEP Construction Controls Manager:

- At least fifteen (15) years of recent experience in program controls and construction management of large and complex engineering/construction projects;
- At least five (5) years of recent experience as a Program Construction Controls Manager on at least one (1) relevant, verifiable heavy/industrial/infrastructure type program with a construction value of at least $500 million or more within the last fifteen (15) years;
- At least five (5) years of recent experience in using Primavera, Unifier, or other similar construction management software systems;
- Baccalaureate degree or higher in engineering, construction management, business administration, or relevant discipline from an accredited institution;
- Registration as a Professional Engineer in the State of California is desirable; and
- One or more certifications such as a Certified Cost Consultant/Certified Cost Engineer (CCC/CCE) or a certified Planning & Scheduling Professional (PSP) from the various industry-related associations (e.g., the Association for the Advancement of Cost Engineering (AACE) International); or other similar certifications such as a Certified Construction Manager (CCM) or Project Management Professional (PMP) from other industry-related associations (e.g., the Construction Management Association of America (CMAA) or the Project Management Institute (PMI), respectively) is desirable.

C. SEP Construction Contracts Manager:

- At least ten (10) years of recent experience in program management or construction management of large and complex engineering/construction projects;
- At least five (5) years of recent experience as a Program Construction Contracts Manager on at least one (1) relevant, verifiable heavy/industrial/infrastructure type

program with a construction value of at least $500 million or more within the last fifteen (15) years;

- At least five (5) years of recent experience in using Primavera, Unifier, or other similar construction management software systems;
- Baccalaureate degree or higher in engineering, construction management, business administration, or relevant discipline from an accredited institution;
- Registration as a Professional Engineer in the State of California is desirable; and
- One or more certifications such as a CCC/CCE or a certified PSP from the various industry-related associations (e.g., the AACE International); or other similar certifications such as a CCM or PMP from other industry-related associations (e.g., the CMAA or the PMI, respectively) is desirable.

D. Construction Safety Managers: (Two (2) positions phased over the SEP Program duration)

- At least ten (10) years of recent verifiable experience in safety management of large and complex engineering/construction projects;
- At least five (5) years of recent experience as a Program Construction Safety Manager on at least one (1) relevant, verifiable heavy/industrial/infrastructure type program with a construction value of at least $1 billion or more within the last fifteen (15) years;
- At least ten (10) years of requisite safety supervisory experience, training, and certifications consistent with the requirements of the heavy/industrial/infrastructure construction industry and be fully knowledgeable of current OSHA and Cal/OSHA rules and regulations; and
- Baccalaureate degree or higher in engineering, construction management, or related discipline from an accredited institution.

E. Environmental Compliance Manager:

- At least ten (10) years of experience as a biologist or environmental scientist including at least six (6) years of experience in construction compliance monitoring of which at least three (3) of those years were spent managing environmental inspectors and specialty environmental monitors on large infrastructure projects;
- Baccalaureate degree in biology, environmental sciences, or environmental engineering from an accredited institution;
- Direct and recent experience and knowledge of CEQA is highly desirable; and
- Master's degree in biology or environmental sciences is highly desirable.

F. Environmental Inspector:

- At least five (5) years of experience as a biologist, environmental scientist, or environmental professional including two (2) years of experience in construction monitoring; and
- Baccalaureate degree or associates in art degree in biology, environmental sciences, environmental studies, or related field.

G. Specialty Environmental Monitor:

The Specialty Environmental Monitor will inspect and monitor contractor activities for compliance with environmental performance requirements in a specific specialty (i.e., biology, hydrology, archaeology, paleontology, arboriculture, historic and Native American issues, etc.). The Specialty Environmental Monitor will have the authority to halt specific activities that violate project permits or have the potential to significantly impact natural resources.

- At least five (5) years of experience as a biologist (including at least 3 years of experience surveying and monitoring bats and migratory birds), environmental scientist, or historian (or as appropriate for the specific specialty) including two (2) years of construction monitoring; and
- Baccalaureate degree in the appropriate field of specialty.

H. Senior Outreach Liaison:

- At least five (5) years of communications experience on public works projects, including water, wastewater, or other infrastructure projects; and
- At least five (5) years of public outreach experience working with stakeholders, local community constituents, and elected officials with a proven ability to respond to various concerns.

I. Outreach Liaison:

- At least three (3) years of communications experience on public works programs or projects in an urban setting.

J. Process Engineer:

- At least fifteen (15) years of process engineering and construction experience in treatment plant testing, startup, and commissioning in the wastewater industry;
- At least one (1) relevant, verifiable heavy/industrial/infrastructure type program with a construction value of at least $250 million or more within the last twenty (20) years;

- At least seven (7) years of experience as a lead/senior process engineer in support of a capital improvement program with a combined wastewater and stormwater system in an urban setting;
- At least five (5) of experience with headworks and biosolids treatment processes and technologies;
- Registration as a Professional Engineer in a process engineering-related field is required; and
- Master's degree in sanitary engineering or environmental engineering from an accredited institution is highly desirable.

K. Administrative Document Control Specialist:

- At least eight (8) years of experience as an Administrative Document Control Specialist, preferably in the construction/engineering environment;
- Experience in planning and coordinating supplier quality surveillance (SQS) activities;
- Experience in using Primavera, Unifier, or other similar construction management software systems;
- Strong knowledge of modern office procedures and practices, document control, records management, and Microsoft Office software applications; and
- Strong organizational, communication, and computer usage skills.

5 Proposal Response Format

5.1 Proposal Submission

All proposals must be submitted online via the SFBid Website (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 through SFBid ("Proposal Response Form"). Please refer to the SFBid website and click the "Submit Proposal" button to view and complete the full Proposal Response Form. As stated in the Proposal Response Form, the proposal must include the following:

5.2.1 Contact Information and Commitments

Provide contact information, identifying the Lead Proposer, and if a Joint Venture (JV) is responding to this RFP, the Lead JV Partner. Proposer must agree to the following commitments listed below and in the Proposal Response Form:

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

5.2.2 Executive Summary

Proposer must provide an executive summary that:

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

5.2.3 Qualifications Summary

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

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

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

Proposer must identify the staff who will serve as the Key Team Members as specified in Section 4.3 of the RFP. As instructed in the Proposal Response Form, upload résumés (two-page limit) for each Key Team Member so that the Selection Panel can evaluate the ability and experience of all team members to successfully fulfill their program roles and complete the scope of services.

In addition, as instructed in the Proposal Response Form, Proposer must upload a letter of commitment from each Key Team Member identified in the proposal. Each letter of commitment shall be signed by the applicable individual and dated within five (5) days of the date that proposals are due. Each letter of commitment must include a statement by the applicable individual that, if the City awards an agreement to the Proposer, he or she intends to work at the percentage of work time specified by the Proposer in its proposal for the duration of the Program. In the absence of a letter of commitment from an identified Key Team Member, the City may determine that the Proposer does not have commitment from the identified individual/s and may reject the proposal as non-responsive.

Please note: Proposer must provide evidence of relevant program and project experience as specified within the Minimum Qualifications section of the RFP (Section 4.3) for all Key Team Members. This evidence of required program and project experience shall be listed within the Key Team Members' résumés or within the Qualifications Summary sections for Key Team Members.

5.2.4 Reference Programs

For a Prime Proposer, Proposer must provide a description of the two (2) most recent construction programs previously managed by the Prime Proposer within the last fifteen (15) years. The reference programs must be of the type and scope similar to an industrial/infrastructure type program as set forth in Section 4.1. For the two (2) programs, the following must be validated:

- Clearly demonstrated experience in a lead role as a Prime Proposer providing program construction management services within the last fifteen (15) years on a complex water or wastewater infrastructure program valued at $1 billion or more; and

- Clearly demonstrated experience in a lead role as a Prime Proposer providing program construction management services within the last fifteen (15) years on a complex water or wastewater infrastructure program with any value.

For a Lead JV Partner, Proposer must provide a description of the two (2) most recent construction programs previously managed by the Lead JV Partner within the last fifteen (15) years. The reference programs must be of the type and scope similar to an industrial/infrastructure type program as set forth in Section 4.1. For the two (2) programs, the following must be validated:

- Clearly demonstrated experience in a lead role as a Prime Proposer or Lead JV Partner providing program construction management services within the last fifteen (15) years on a complex water or wastewater infrastructure program valued at $750 million or more; and
- Clearly demonstrated experience in a lead role as a Prime Proposer or Lead JV Partner providing program construction management services within the last fifteen (15) years on a complex water or wastewater infrastructure program with any value.

For a Non-Leading JV Partner, Proposer must provide a description of one (1) recent construction program previously managed by the Non-Leading JV Partner within the last ten (10) years. The reference program must be of the type and scope similar to an industrial/infrastructure type program as set forth in Section 4.1. For the one (1) program, the following must be validated:

- Clearly demonstrated experience in a lead role as a Prime Proposer, Lead JV Partner, or Non-Leading JV Partner providing program construction management services within the last ten (10) years on a complex water or wastewater infrastructure program valued at $250 million or more.

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

If a Proposer responding to this RFP identifies an SFPUC program as a qualifying program reference, and the identified program complies with RFP reference requirements and was subject to the SFPUC's Consultant Services Performance Evaluation (CSPE) process (see Appendix K), then SFPUC staff may forward either the most recent annual CSPE or the final CSPE for the program, as appropriate, to the Selection Panel.

The descriptions shall include:

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

5.2.5 Work Approach

Proposer must describe the work approach its team proposes to use to provide the requested SEP Program Construction Management (CM) Services *in conformance with the CM Plan* (Appendix B) to successfully carry out this scope of services, including:

- Approach to providing overall SEP program-level CM oversight and supervision to ensure that project CM teams, which include CCM teams, are conforming to the SFPUC's goals and requirements in accordance with the CM Plan, Safety Approach, and CM Procedures; and
- Approach to ensuring Program CM standardization, conformity, and consistency throughout the duration of SEP project construction; and
- Approach to supporting the SSIP Deputy Director for Construction to provide SEP program-level oversight and management of CM activities including, but not limited to: progress, cost, and schedule controls; auditing and reporting functions; construction administration services and construction contracts management; construction risk management; construction safety; project interface coordination; shutdown schedule coordination; review and analysis of construction changes and claims; environmental compliance services and assistance in coordinating with regulatory agencies; public outreach and communications; startup and commissioning; and closeout; and
- Approach to implementing and managing the CM Plan, Safety Approach, CM Procedures, and current project CM staffing plans and budgets, related contingencies, and escalation factors; and
- Approach to using the SFPUC's Construction Management Information System (CMIS) to provide quality assurance (QA) on CMIS utilization by project CM teams in order to oversee program-level construction activities and develop construction status/progress reports for the SEP; and
- Approach to providing program-wide construction QA, including construction QA

oversight of the individual SEP project CM teams; and

- Approach to reviewing existing project quality control (QC) procedures, providing recommendations for improvement, and ensuring that all CM QC procedures are in place and are consistently being followed by the project CM teams; and
- Approach to identifying program-level trends and potential problems and to developing recovery plans; approach to setting program priorities to ensure early identification and avoidance of future potential problems; and approach to identifying and recommending revisions to policies and procedures required to successfully manage the SEP Program; and
- Approach to providing recommendations for and assistance with the management of program-specific challenges at the SEP, e.g., site constraints, nature of construction work, planned and unplanned shutdowns, the need to maintain Plant facility operations, etc.; and
- Approach to providing all required SEP program-level construction schedule management services; and
- Approach to providing all required SEP program-level construction cost control services; and
- Approach to providing all required SEP program-level document control and records management services; and
- Approach to providing SEP program-level oversight of construction administration services as outlined in the CM Plan; and
- Approach to providing SEP program-level oversight of construction contracts management as outlined in the CM Plan; and
- Approach to developing and administering an SEP Program risk management plan for the Phase 1 construction projects located at the SEP; and
- Approach to providing program-level safety management services; and
- Approach to providing program-level environmental compliance oversight and management, inspections, and specialty monitoring services ensuring that project CM teams are enforcing the implementation of all environmental requirements; and
- Approach to providing public outreach and communication services, including an approach to utilizing local businesses and community-based organizations to execute an outreach and engagement strategy; and
- Approach to providing SEP program-level supplier quality surveillance services.

5.2.6 Tasks

Proposer must provide detailed descriptions of how it will execute the work associated with each task outlined in the Scope of Services of Section 3.0 of this RFP.

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

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

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

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

5.2.7 Proposer Team Organizational Chart

As instructed in the Proposal Response Form, Proposer must attach an Organizational Chart that illustrates the team structure and note the firm name and title/role for each team member.

5.2.8 Overhead and Profit Schedule

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

Proposers must use the Overhead and Profit Schedule (OPS) Template, provided as an Excel file in Appendix D, to prepare their OPS. The OPS must include the base hourly rate and each firm's overhead and profit rate (OPR, or "multiplier") for each staff member for the Prime Proposer (or JV Partners) and all Subconsultants expected to work on the SEP Program. Proposers shall note that **the City will confirm that the formulas used to calculate the billing rates** (base hourly rates multiplied by the firms' OPRs) **have not been altered to comply with the maximum billing rates**. It is the Proposers responsibility to only enter the base hourly rates and the firms' OPRs; Proposers shall not override the formulas used to calculate the billing rates. **If**

any Excel formula included in the OPS is altered, then the City reserves the right to reject any proposal as non-responsive. Only one OPR shall be listed for each firm. Lastly, the OPS must also include the markup on Subconsultant labor costs.

Particular attention should be given to the Staffing Plan, provided as a PDF file in Appendix D, with estimated full-time equivalents (FTEs) per month and the total corresponding hours assigned to each position required in the RFP. The Staffing Plan will assist Proposers in completing their OPS.

A. Applicable Rates/Tasks

For fair comparison purposes, all billing rates shall reflect 2018 billing rates. The selected Proposer will only be allowed to escalate its 2018 billing rates based on the annual percentage change of the Consumer Price Index (CPI) for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers. Billing rates will be fixed until the 2-year anniversary of the executed Agreement.

Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR, or "Average Multiplier") will be calculated by dividing the Total Actual Labor Cost by the Total Base Labor Cost. The EOPR is essentially a weighted average of the rates proposed for each firm listed as part of the Proposer's team. **The EOPR shall not exceed 2.70. The maximum billing rate is $220/hour. However, a maximum billing rate of $240/hour may be used for the following three (3) Key Team Members: SEP Program Construction Management Consultant Manager, SEP Construction Controls Manager, and SEP Construction Contracts Manager.**

Of the $35 million total contract value, the SFPUC has set aside $1 million for Other Direct Costs (ODCs) and $4.5 million for any future, unanticipated but necessary, services. **Proposers' Total Actual Labor Costs as reflected in the OPS for Tasks 1 through 8, plus the Markup on Subconsultant Actual Labor Costs, shall not exceed $29.5 million. For purposes of this Agreement, the LBE subcontracting participation requirements shall be applied in phases based on the $30.5 million in work that is known and on the $4.5 million in future work, which is undefined at this time. See Section 9.1.1 for more detail.**

Regarding the OPS, 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 SSIP Deputy Director of Construction to be added to the Agreement, and are

performing tasks directly related to the Agreement, will be allowed to charge their time on the approved task orders.

B. Individual Contractor

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

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

C. Rates and Markups

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

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

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: The contractor will be paid per mile as established by the United State Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the contractor shall subtract commuting mileage from total mileage to calculate reimbursable mileage. The contractor shall submit to the City an approved mileage log and expense report with its monthly invoices;
    - Project vehicle rental/lease cost, gasoline, tolls and parking. The project vehicle must be requested and pre-authorized by the SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and expense report are required for consideration of reimbursement. Since auto insurance is already part of the contract, no additional insurance will be reimbursed. Commuting to Moccasin from contractor's temporary home is not eligible for reimbursement;

- Specialty printing ("specialty" as used herein shall mean large volume printing and color printing and requires prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice);
- Task-related permit fees;
- Task-specific safety equipment and expedited courier services when requested by SFPUC staff; and
- Specialty services and items[4] used solely for the benefit of the SEP Program, such as field trailer maintenance and phone/internet services, golf carts for SEP transportation between construction projects, noise/dust/vibration monitoring equipment and maintenance services, two-way radios, specialty computer hardware and software, etc. All such services and items must receive prior written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice. Note that all specialty hardware and software will be the property of the City.

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 selected Proposer'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, i.e., cell phones, 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.

[4] These reimbursements are contingent upon City accounting policies.

5.2.9 Community Benefits Submittal

5.2.9.1 General Description of Services

Community Benefits and Environmental Justice Background and Context

In 2009 and 2011, the SFPUC Commission passed the Environmental Justice and Community Benefits Policies, respectively. These policies guide the agency's efforts to be a good neighbor to all whose lives or neighborhoods are directly impacted by our operations, programs, and policies. Full text of the 2011 Community Benefits Policy and the 2009 Environmental Justice Policy is available in Appendix C - Items 1 & 2.

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

The SFPUC believes that part of being a good neighbor means doing our part to support healthy communities. The SFPUC seeks to partner with contractors who share our objective to be a good neighbor and deliver concrete positive benefits to the communities, neighborhoods, and residents. As part of its commitment to environmental justice and being a good neighbor, the SFPUC is undertaking a comprehensive, data- and community-driven Bayview Hunters Point Environmental Justice Analysis ("EJ Analysis") to better understand conditions in the community and to identify adverse conditions in Bayview Hunters Point in comparison to San Francisco as a whole. As part of the EJ Analysis, several community-driven issues of concerns for residents were identified. Concerns include, but are not limited to: health, education, unemployment, financial literacy, homelessness, gentrification, and poverty. Based on this outreach effort and on the SFPUC's commitment to being a good neighbor, the SFPUC identified opportunities and invites Proposers to focus firm Community Benefits investments in areas that focus on improved health and education outcomes.

The opportunity to obtain extra points for your firm's demonstrated commitment to Community Benefits is included in SFPUC RFPs that reflect a total RFP value of $5 million and greater. For a sample list of participating firms, refer to Appendix C - Item 3. Proposers are invited to submit a Community Benefits proposal ("Community Benefits Submittal" or "CB Submittal") that identifies projects and/or activities that promote the social and economic outcomes described in the SFPUC Community Benefits Policy. For this RFP, Proposers are

invited to submit CB Submittals that focus on, but are not limited to, environmental health, education, and innovations in corporate social responsibility.

5.2.9.2 Community Benefits Terms and Conditions

Following issuance of the first Notice to Proceed ("NTP") for this Agreement, the selected Proposer commits to providing the Community Benefits Commitments detailed in its CB Submittal during the term of the Agreement. The selected Proposer's Community Benefits Commitments shall be funded independently by selected Proposer and shall not be tied to or dependent upon SFPUC funds or sources of funding, receivables from SFPUC, or retention associated with this Agreement. The representations, warranties, and other terms contained in the selected Proposer's CB Submittal will be the basis for a Community Benefit Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities.

The Community Benefits is a deliverable, zero-dollar task. No hours or dollars should be allotted or included in selected Proposer's costs for the services under this Agreement in order to perform or deliver the voluntarily proposed Community Benefits Commitments. If the selected Proposer commits any funds to delivering the Community Benefits Commitments it proposes, all such funds must be independent of SFPUC funding or any dollars associated with this Agreement. If the Proposer commits to contributing any funds to performing or delivering the Community Benefits Commitments related to this task, such funds may not be dependent in any way upon receipt of SFPUC funding, including release of retention, etc. The provision of Community Benefits Commitments by the selected Proposer does not entitle selected Proposer to additional work beyond that specified within the Agreement.

The selected Proposer's Community Benefits Commitments shall be performed prospectively during the term of the Agreement, following issuance of the first NTP under this Agreement. Commitments performed as part of previous contracts or prior to Proposer being awarded the Agreement cannot be used as part of Proposer's Community Benefits Commitments for this Agreement. If a Proposer has established programs or plans that are consistent with the Community Benefits areas described in this RFP, the Proposer may continue those programs as part of its Community Benefits Commitments and will be given credit for activities that are performed following the issuance of the first NTP for this Agreement.

5.2.9.3 Community Benefits Evaluation and Scoring

The CB Submittal is a stand-alone, voluntary proposal that is reviewed by a separate panel of community benefits specialists ("Community Benefits Panel"). The CB Submittal is valued at 5 points under Section 6.2.1 (Written Proposal Evaluation). The evaluation and scoring will be based on the following criteria:

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

A copy of the CB Submittal Scoring Criteria is available in Appendix C - Item 7.

5.2.9.4 Instructions for Community Benefits Submittal

The CB Submittal shall not exceed five (5) pages in PDF, have a minimum 10-point font, have at least one-inch margins, be numbered at the bottom right hand corner, and include the name of the Proposer and the title of the RFP on each page. Each required section of the proposal must be clearly marked. The required Community Benefits Summary Table can be on an 11x17 page in PDF. The proposal must be submitted by uploading the proposal in SFBid under the "Community Benefits Submittal" section, labeled clearly as the CB Submittal with the name of the Proposer and the title of the RFP.

The CB Submittal must include the following sections:

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

A. Community Benefits Work Approach

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

- **Environmental Health** – The SFPUC seeks to prevent, mitigate, and lessen the disproportionate environmental impacts of its activities on communities. Successful proposals address environmental justice concerns focused on improving health

outcomes in the community. Examples include supporting innovative health and wellness programs, projects related to physical activity and nutrition, and/or mental health professionals in schools and community organizations.

- **Education** – The SFPUC is focused on ensuring that students are building a foundation to become the guardians and stewards of the SFPUC water, power, and sewer systems. Successful proposals may include activities and initiatives that involve partnerships with local educational nonprofits and schools, and that take into consideration the priorities of the school district. Examples include adopting local schools, supporting programs that advance engineering and science education, and/or providing scholarships to local students in partnership with community based organizations.

- **Innovations in Corporate Social Responsibility** – Proposers may have additional innovative or creative programs that incorporate existing company values and deliver community benefits that are consistent with the SFPUC Community Benefits Policy outcomes. Proposed commitments in this area should clearly state evidence of successful innovations and describe how the program(s) will benefit the communities served by the SFPUC.

See Appendix C - Item 4 for examples of CB submittal options for these categories. Any strategies proposed in the CB Submittal should be for the benefit of the communities, neighborhoods, and/or residents served or impacted by the SFPUC. The Proposer should ensure its commitments are directed to the specific community or neighborhood impacted by the Agreement. In this case, it is the Bayview Hunters Point neighborhood in San Francisco. All Commitments must support nonprofit, charitable, or related activities. Commitments shall not go to, nor benefit, any SFPUC employee. Commitments are separate from and in addition to any regulatory or legal requirements related to the contract (e.g., local hire, LBE requirements, environmental mitigation, etc.).

B. Project Team/Organization

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

C. Community Benefits Summary Table

The Proposer shall summarize the CB Submittal in a table or spreadsheet ("Community Benefits Summary Table") that includes a description of the community benefit activity, expected outcomes, the timetable and duration of the commitments, the dollar amount of direct contributions, and the number and cost of volunteer hours that will be committed to each specific initiative, as well as for the total project amount for the duration of the contract. The standard rate for volunteer hours for this RFP is $150/hr. The Proposer shall provide a summary of the proposed Community Benefits Commitments over the life of the contract using the table below:

Community Benefits Summary Table

				(A)	(B)	(C)	(D)	(F)
Community Benefit Category:	**Community Benefit Initiative or Partner**	**Expected Outcomes (be as specific as possible)**	**Timetable & Duration**	**Direct Financial Contribution**	**Volunteer Hours**	**Volunteer Hourly Rate (rate is standardized)**	**Total Value of Volunteer Hours (B x C)**	**Total Contributions (A + D)**
Environmental Health, Education, or Innovations in Corporate Social Responsibility	**Name of Initiative or Partner**			**$**	**Hrs**	**$150/hr**	**$**	**$**
TOTAL				**$**	**Hrs**		**$**	**$**

D. Accountability and Deliverables

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

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

1. Selected Proposer: Community Benefits Plan and Timeline

    - The selected Proposer shall develop a Community Benefits Plan and Timeline within three (3) months of issuance of the first NTP. The Community Benefits Plan and Timeline will provide details regarding community partnerships, expenditures, and timelines related to the CB Submittal.

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

2. Selected Proposer: Community Benefits Commitments and Reporting

- The selected Proposer will deliver the proposed Community Benefits Commitments specified in the CB Submittal and the Community Benefits Plan. Any proposed changes to the Community Benefits Commitments as set forth in the final Agreement shall be submitted in writing for review by the SFPUC External Affairs Community Benefits and Social Responsibility Manager.
- The selected Proposer shall submit biannual progress reports to the SFPUC External Affairs Community Benefits and Social Responsibility Manager, which detail the geographic scope of commitment, activities and outcomes, key metrics, and the total number of hours, dollars, etc. contributed to-date. Reports are submitted on the last business day of the month following the close of 2nd and 4th business quarters. As part of the progress reports, the selected Proposer will also be required to submit documents to substantiate that the Community Benefits Commitments and any funds associated thereto were delivered to the communities they were intended to benefit. These reporting requirements may be adjusted over the duration of the project due to system improvements. (See the attached Community Benefits Reporting Tool described in Appendix C - Item 5.)
- The selected Proposer shall also submit an annual report documenting the culmination of their Community Benefits Commitments, beneficiaries, and outcomes for the year.

E. Statements of Understanding

The Proposer must acknowledge in its CB Submittal that it understands the following:

- All instructions for the CB Submittal have been followed.
- Any of the Community Benefits Commitments that the Proposer voluntarily commits to should directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- Commitments must support nonprofit, charitable, or related activities.
- Commitments shall not go to, nor benefit any SFPUC employee.
- Commitments must be delivered at zero-dollar cost to the SFPUC.

- Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- Commitments are considered binding once they are included in the final Agreement.
- Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Proposer's Commitments.
- Proposer commits to complying with SFPUC's reporting requirements.
- Proposer commits to the Terms and Conditions set forth in this section and in the Agreement.

5.2.10 CMD Local Business Enterprise Forms

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

All proposals submitted must also include the signed Certificate of Commitment to LBE Subconsulting for Phase 2, included in Appendix N.

5.2.11 Additional Attachments: City Requirements Forms

All proposals submitted must include the following:

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

6 Evaluation and Selection Criteria

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

6.1 Initial Screening

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

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

6.2 Overall Evaluation Process

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

Written Proposal	650
Oral Interview	250
Overhead and Profit Schedule	100
TOTAL	**1000**

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

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

Proposers must obtain a minimum score of three hundred ninety (390) points which is equivalent to sixty percent (60%) on their written proposal (first phase of the evaluation process) to be considered for a panel interview (second phase of the evaluation process). A score greater than three hundred ninety (390) points or sixty percent (60%) on the written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top four (4) ranked Proposers will be short-listed to continue on with oral interviews.

6.2.1 Written Proposal Evaluation

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

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Qualifications	4.1, 4.2, and 5.2.3	100
Key Team Member Qualifications	4.3 and 5.2.3	250
Reference Projects	5.2.4	80
Work Approach and Tasks	5.2.5 and 5.2.6	150
Proposer Team Organizational Chart	5.2.7	20
Community Benefits Submittal	5.2.9	50
	Total Points:	**650**

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.

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

6.2.2 Oral Interview Evaluation

The Selection Panel will hold oral interviews with the short-listed Proposers. The SFPUC will notify all short-listed Proposers in writing regarding the format of the interview, the scoring criteria to be used during the interview, and the composition of the Proposer team to participate in the interview. The SFPUC reserves the right to limit participation in the panel interviews to select Proposer key team members and to exclude, for example, Subconsultants

on multiple teams, or Subconsultants not listed in the written proposal, so Proposers should plan accordingly.

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

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

6.2.3 Overhead and Profit Schedule Evaluation

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

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

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

Effective Overhead and Profit Rate (EOPR, or "Average Multiplier")	Point(s)
≤ 2.50	100
2.51 – 2.52	90
2.53 – 2.54	80
2.55 – 2.56	70
2.57 – 2.58	60
2.59 – 2.60	50
2.61 – 2.62	40
2.63 – 2.64	30
2.65 – 2.66	20
2.67 – 2.68	10
2.69 – 2.70	5
> 2.70 *	0

** The maximum allowable Effective Overhead and Profit Rate is **2.70.***

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

6.3 Final Scoring

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

7 Award of an Agreement

7.1 Agreement Preparation

The SFPUC General Manager will make a recommendation to the SFPUC Commissioners, subject to approval by the San Francisco Board of Supervisors pursuant to City Charter Section 9.118, that the Agreement be awarded to the highest-ranked Proposer to perform the requested services. The terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted OPS will not be negotiable.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of the 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.

Once the Agreement is complete and after obtaining all the necessary City approvals, the Agreement will be executed and certified, and a Notice of Agreement Award will be issued.

7.2 Standard Agreement Language

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

7.3 Agreement Administration

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

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

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

8 Terms and Conditions

8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers are to promptly notify the SFPUC, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in this RFP. The City is not obligated to issue addenda in response to any request submitted after 11/15/2017.

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 11/15/2017**.**

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 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: PRO.0104 – Southeast Water Pollution Control Plant (SEP) Program Construction Management 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 time specified above shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeit the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

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

8.4 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.

8.5 Term of Proposal

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

8.6 Revision of Proposal

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

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

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

8.7 Errors and Omissions in Proposal

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

8.8 Financial Responsibility

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

8.9 Proposer's Obligations Under the Campaign Reform Ordinance

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

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (i) a vendor contacts a city officer or employee to

promote himself or herself as a candidate for a contract; and (ii) a city officer or employee contacts a Proposer to propose that the Proposer apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a RFP, and requests to be placed on a mailing list do not constitute negotiations.

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

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

8.10 Sunshine Ordinance

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

8.11 Public Access to Meetings and Records

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

8.12 Reservations of Rights by the City

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

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

8.13 No Waiver

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

9 Contract Monitoring Division (CMD) Requirements

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

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

9.1.1 LBE Subconsulting Participation Requirements

The LBE subconsulting participation requirement for this RFP is:

20%

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

MBE: 8.5%

WBE: 5.7%

OBE: 5.8%

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

As noted in Section 5.2.8 of the RFP, the LBE subconsulting participation requirement shall be applied in phases. The 20% LBE participation requirement identified above shall apply to the Phase 1 services totaling $30.5 million, which is the Total Actual Labor Cost including the Markup on Subconsultant Actual Labor Costs ($29.5 million) plus the ODCs ($1 million). Phase 2 work includes the future, unanticipated but necessary, services of $4.5 million. At the time that SFPUC identifies and further defines the Phase 2 services, CMD will apply an LBE subconsulting participation requirement for the Phase 2 work based on the availability of LBEs to perform the newly defined scope of services. The successful Proposer shall commit to the Phase 2 process at time of the Proposal, and must comply with CMD's final LBE participation requirement for the Phase 2 scope of services.

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

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE Subconsultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE Subconsultants solicited and selected to be used in performing the contract. For each LBE identified as a subconsultant, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the proposal. LBEs identified as Subconsultants must be certified with the San Francisco Contract Monitoring Division at the time the proposal is submitted, and must be contacted by the Proposer (Prime Consultant) prior to listing them as Subconsultants in the proposal. Any proposal that does not meet the requirements of this paragraph may be non-responsive.

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

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

9.1.2 LBE Prime/JV Participation

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

Pursuant to Chapter 14B, Micro-LBE, Small-LBE, and SBA-LBE ratings bonuses do not apply to any Proposal submitted, as the contract amount is in excess of $20 million.

Joint venture ratings bonuses do not apply for contracts estimated by the Contract Awarding Authority to exceed $10 million.

9.1.3 LBE Forms

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

- Form 2A – CMD Contract Participation
- Form 2B – CMD "Good Faith Outreach" Requirements Form
- Form 3 – CMD Non-Discrimination Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form.

All proposals submitted must also include the signed Certificate of Commitment to LBE Subconsulting for Phase 2, included in Appendix N.

If these forms are not returned with the response package, the response package may be determined to be non-responsive and may be rejected.

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

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

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

Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit the City from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. All proposing firms should be in the process of becoming compliant with Chapter 12B if not already compliant. The Contract Monitoring Division (CMD) has developed rules of procedure and various resource

materials explaining the equal benefits program. These materials are available by calling the CMD Equal Benefits Unit at (415) 581-2310 or by visiting the CMD website at http://www.sfgov.org/cmd.

Additionally, if Proposers have any questions concerning the CMD 12B/12C Forms, please contact 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:

   $10,000,000.

   Per each occurrence Combined Single Limit 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:

   $2,000,000.

   Per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
4. **Professional Liability Insurance**, applicable to Proposer's profession, with limits not less than:

   $10,000,000.

   Per each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Agreement.

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

1. Name as Additional Insured the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees; and
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 selected Proposer will be required to enter into the Agreement, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix A. Submission of a proposal shall indicate Proposer's Agreement to all terms of the Agreement. Failure by the

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

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

10.4 Minimum Compensation Ordinance for Employees (MCO)

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

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

10.5 Health Care Accountability Ordinance (HCAO)

The selected Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in Administrative

Code Chapter 12Q. Contractors should consult the Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

10.6 First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://www.workforcedevelopmentsf.org/businessservices/index.php?option=com_content&view=article&id=80&Itemid=85 and from the First Source Hiring Administrator at (415) 701-4848.

10.7 Signature Requirements

An unsigned or improperly signed proposal will be rejected. A proposal may be signed by an agent of the Proposer if he/she is properly authorized by a power of attorney or equivalent document submitted to the City prior to the submission of the proposal or with the proposal to bind the Proposer to the proposal.

The proposal may be modified after its submission by withdrawing and resubmitting the proposal prior to the time and date specified for offer submission. Modification offered in any other manner, oral or written, will not be considered.

A Proposer may withdraw his/her offer by submitting a written request for its withdrawal to the City, signed by the Proposer in accordance with the first paragraph above. The Proposer may, therefore, submit a new proposal prior to the proposal submission time.

All proposals submitted may be subject to negotiation by the City prior to an award of contract.

10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. Agreements will not be awarded to the selected Proposer unless business tax registration fees are paid in full by the time the Agreement is awarded. Proposer may contact the Tax Collector's office at (415) 554-4470 to confirm that business tax registrations fees have been paid in full. Each selected

Proposer must provide a taxpayer ID. If not previously filed, an IRS Form W-9 must be submitted either by fax or mail to:

Purchasing Department
City Hall, Room 430
San Francisco, CA 94102-4685
(415) 554-6718

10.9 Conflicts of Interest

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

10.10 Administrative Code 14B Reporting Requirements

Pursuant to Administrative Code Sections 14B.13(A)(7) and 14B.11(A), prime contractors and all subcontractors who are awarded contracts as a result of the bid process are required to use the Elation secure web-based Local Business Enterprise Utilization Tracking System (LBEUTS) to submit payment information including invoices and other related information. The Contract Monitoring Division (CMD) will use this information to monitor compliance with the 14B LBE Ordinance. For more information, please visit: www.sfgov.org/LBEUTS.

10.11 Administrative Code Chapter 12X Requirements

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

11 Protest Procedures

11.1 Protest of Non-Responsiveness Determination

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

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

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

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

Protests not received within the time and manner specified will not be considered.

If a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner specified, above, then the City's determination set forth in the Preliminary Notice will become final. A Proposer's failure to protest as specified above on or before the time specified above shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.2 Protest of Agreement Award

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

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

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the City to determine the validity of the protest. All protests must be received by the SFPUC on or before the fifth (5^{th}) working day following the SFPUC's posting of the Proposer's ranking.

11.3 Delivery of Protests

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

San Francisco Public Utilities Commission
Contract Administration Bureau
RE: PRO.0104 – Southeast Water Pollution Control Plant (SEP) Program Construction Management Services
525 Golden Gate Avenue, 8^{th} Floor
San Francisco, CA 94102

12 Conflict of Interest

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

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

12.1 Obligations

It is the obligation of the Proposer as well as their Subconsultants to determine whether or not participation in that contract constitutes a conflict of interest. While city staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, subconsultants 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 subconsultants is available for reference to consultants making their own determination of potential conflicts. Proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

12.2 Work

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

point. A Proposer should consult with their legal counsel to determine whether a potential conflict exists.

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

8. **Construction**. It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state**,** or local laws.
9. **Alternative Delivery.** To the extent that an alternative delivery method is used, e.g., design-build or construction manager/general contractor, the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **General**. Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
11. **Administrative Services**. Any subconsultant or vendor providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

12.3 Other General Restrictions Applicable to this RFP

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

12.4 Consultation with Counsel

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

13 Acronyms and Abbreviations

AACE.....Association for the Advancement of Cost Engineering

AGM.....Assistant General Manager

BAAQMD .....Bay Area Air Quality Management District

BDFP .....Biosolids Digester Facilities Project

BEM.....Bureau of Environmental Management

BFS.....Bruce Flynn Pump Station

BIM.....Building Information Modeling

CCC.....Certified Cost Consultant

CCE .....Certified Cost Engineer

CCM.....Certified Construction Manager

CCM.....Consultant Construction Management

CEQA .....California Environmental Quality Act

CHS.....Channel Pump Station

CM/GC.....Construction Manager/General Contractor

CM.....Construction Management

CMAA.....Construction Management Association of America

CMB.....Construction Management Bureau

CMD.....Contract Monitoring Division

CMIS .....Construction Management Information System

CPAS .....Combined Primary Activated Sludge

CPI .....Consumer Price Index

CPM.....Critical Path Method

CSPE.....Consultant Services Performance Evaluation

DCS.....Distributed Control Systems

EIR .....Environmental Impact Report

EMB .....Engineering Management Bureau

EMMS .....Energy Monitoring and Management System

EOPR.....Effective Overhead and Profit Rate

FSHP.....First Source Hiring Program

HCAO .....Health Care Accountability Ordinance

ICC .....International Code Council

ICS.....Influent Control Structure

IRS.....Internal Revenue Service

JV .....Joint Venture

LBE.....Local Business Enterprise

LGBT .....Lesbian, Gay, Bisexual, and Transgender

LOS .....Level of Service

LOX.....Liquid Oxygen

MCO .....Minimum Compensation Ordinance

MGD .....million gallons per day

MV PDS.....Medium Voltage Power Distribution System

NDPES.....National Pollutant Discharge Elimination System

NPF .....North Point Wet Weather Facility

NTP .....Notice to Proceed

O&M.....Operations & Maintenance

OCU .....Odor Control Unit

ODC .....Other Direct Costs

OPS.....Overhead and Profit Schedule

OSP.....Oceanside Water Pollution Control Plant

PCM.....Program Construction Manager

PLA.....Project Labor Agreement

PMB.....Program Management Bureau

PMI.....Project Management Institute

PMP.....Project Management Professional

PSP.....Planning & Scheduling Professional

QA.....Quality Assurance

QC.....Quality Control

R&R.....Renewal & Replacement

RFI.....Request for Information

RFP.....Request for Proposals

SBA.....Small Business Administration

SELS.....Southeast Lift Station

SEP.....Southeast Water Pollution Control Plant

SFPUC.....San Francisco Public Utilities Commission

SOP.....Standard Operating Procedure

SSIP.....Sewer System Improvement Program

VFD.....Variable Frequency Drive

WBS.....Work Breakdown Structure

WSIP.....Water System Improvement Program

WSS.....Westside Pump Station

WWE.....Wastewater Enterprise

14 List of Appendices

A. Professional Services Agreement (P-600)

B. Construction Management (CM) Plan, Safety Approach, and CM Procedures

C. SFPUC Community Benefits Program Supporting Documents_06.28.2017 and Item 5_Community Benefits Reporting_06.28.2017

D. Overhead and Profit Schedule (OPS) Template (Excel file) and Staffing Plan (PDF file)

E. Contract Monitoring Division (CMD) LBE Forms

   a. Form 2A – CMD Contract Participation Form

   b. Form 2B – CMD "Good Faith Outreach" Requirements Form

   c. Form 3 – CMD Compliance Affidavit

   d. Form 4 – CMD Joint Venture Form (if applicable)

   e. Form 5 – CMD Employment Form

F. Equal Benefits Ordinance 12B-101 Form – San Francisco Administrative Code Chapters 12B & 12C Declaration: Non-Discrimination in Contracts and Benefits

G. Minimum Compensation Ordinance (MCO) Declaration

H. Health Care Accountability Ordinance (HCAO) Declaration

I. First Source Hiring Program Agreement

J. Business Tax Registration

K. Consultant Services Performance Evaluation Procedure

L. Release of Liability Form

M. 12X Certification Form

N. Certificate of Commitment to LBE Subconsulting for Phase 2