



SAN FRANCISCO PUBLIC UTILITIES COMMISSION
WASTEWATER ENTERPRISE

Request for Proposals

AGREEMENT No. CS-955

**SPECIALIZED & TECHNICAL
WASTEWATER SERVICES**

AUGUST 4, 2009

CONTRACT ADMINISTRATION BUREAU
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
1155 MARKET STREET, 9TH FLOOR
SAN FRANCISCO, CALIFORNIA 94103

REQUEST FOR PROPOSALS
CITY & COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
WASTEWATER ENTERPRISE
Agreement No. CS - 955
Specialized & Technical Wastewater Services

Table of Contents

I.	INTRODUCTION	1
II.	BACKGROUND.....	5
III.	SCOPE OF SERVICES.....	6
IV.	QUALIFICATIONS	9
V.	PROPOSAL	10
VI.	EVALUATION AND SELECTION CRITERIA	19
VII.	AWARD OF AN AGREEMENT	21
VIII.	TERMS AND CONDITIONS.....	22
IX.	HUMAN RIGHTS COMMISSION (HRC) REQUIREMENTS	26
X.	ADDITIONAL CITY REQUIREMENTS	29
XI.	PROTEST PROCEDURES.....	33

Appendices:

- A. Professional Services Proposal Checklist
- B. Overhead and Profit Schedule
- C. Professional Services Agreement (P500)
- D. Human Rights Commission (HRC) Forms
 - Form 2A - HRC Contract Participation Form
 - Form 2B - HRC “Good Faith Outreach” Requirements Form
 - Form 3 - HRC Non-Discrimination Affidavit
 - Form 4 - HRC Joint Venture Form (if applicable)
 - Form 5 - HRC Employment Form
- E. Equal Benefits Ordinance (12B)
 - Quick Reference Guide
 - HRC Form 12B-101 - San Francisco Administrative Code Chapters 12B & 12C
Declaration: Non-Discrimination in Contracts and Benefits
- F. Business Registration Certificate Requirement
- G. Business Tax Declaration
- H. Insurance Requirements
- I. Release of Liability
- J. Minimum Compensation Ordinance (MCO) Declaration
- K. Health Care Accountability Ordinance (HCAO) Declaration

Acronyms and Abbreviations

AGM	Assistant General Manager
ASCE	American Society of Civil Engineers
CDFG	California Department of Fish and Game
CEQA	California Environmental Quality Act
CIP	Capital Improvement Program
CCTV	Closed Circuit Television
CMB	Construction Management Bureau
CPI	Consumer Price Index
CPM	Critical Path Method
CSI	Construction Specifications Institute
DPH	Department of Public Health
DPR	Department of Recreation and Park
DPW	Department of Public Works
EIC	Earned Income Credit
EOPR	Effective Overhead and Profit Rate
FSHP	First Source Hiring Program
GBR	Geotechnical Baseline Report
GDR	Geotechnical Data Report
GIR	Geotechnical Interpretive Report
HCAO	Health Care Accountability Ordinance
HRC	Human Rights Commission
IRS	Internal Revenue Service
JV	Joint Venture
LBE	Local Business Enterprise
LOS	Level of Service
MCO	Minimum Compensation Ordinance
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NTP	Notice to Proceed
ODC	Other Direct Cost

Acronyms and Abbreviations (continued)

OPS	Overhead and Profit Schedule
OSHA	Occupational Safety & Health Administration
PCSB	Program Controls and Support Bureau
QA/QC	Quality Assurance/Quality Control
RFC	Request for Clarification
RFI	Request for Information
RFP	Request for Proposals
ROW	Right-of-Way
RWQCB	Regional Water Quality Control Board
SCADA	Supervisory Control and Data Acquisition
SEP	Southeast Wastewater Pollution Prevention Plant
SFPUC	San Francisco Public Utilities Commission
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
WWE	Wastewater Enterprise

I. INTRODUCTION

1. Summary

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco (City), seeks to retain the services of three (3) qualified Proposers to assist the SFPUC with wastewater specialized and technical services. The term “Proposer” shall refer to any legal entity (ies) submitting a proposal in response to this Request for Proposals (RFP). The Proposers may also be called upon to provide other related services such as:

1. Presentations to the SFPUC Staff and/or Commission, the San Francisco Board of Supervisors, SFPUC retail and/or wholesale customers, SFPUC stakeholders, and neighborhood or community meetings;
2. Professional consultations, expert testimonies, and peer review;
3. Field inspections and field or crisis management at project sites. Confined space entry may be required; and
4. Ability and willingness to obtain unusual or specific expertise on short notice, possibly outside of their existing contract team through an SFPUC approval process.

Proposing teams responding to this RFP must have proven expertise and extensive experience in the following general service categories as listed below and described under the Scope of Services Section III.3 of this RFP:

1. Wastewater and Storm Water Services;
2. Management Improvement Services;
3. Asset Management Services;
4. Specialized Technical Operation/Maintenance Services;
5. Security, Asset Control, and Emergency Response Services;
6. Environmental and Regulatory Compliance Services, Hazardous Materials and Waste; and
7. Health and Safety Services.

The SFPUC anticipates awarding up to three (3) five-year (5 year) Agreements for a total aggregate amount not to exceed \$9,000,000 (nine million dollars) to the selected Proposers, inclusive of all reimbursable costs and task orders. If fewer than three (3) consultants are selected, the total aggregate amount of \$9,000,000 will be divided between the selected Proposers. In addition, the SFPUC shall have the sole discretion to extend the Agreement term up to nine (9) years (or 108 months in total.) The SFPUC reserves the right to commence, close, reduce or extend Proposer services at any time in response to changing needs. Proposers responding to this RFP do so with the understanding that selected Proposers will be eligible for the award of Task Order work, but will not be guaranteed either the award of work or the award of any minimum amount of work.

A Proposer cannot be a Prime Consultant or a JV Partner on more than one (1) proposal. However, a Prime Consultant or JV Partner may propose on other proposals as a subconsultant. In addition, subconsultants can be identified on multiple proposal teams, but subconsultants on multiple teams may not attend any interview.

It should be noted that the Overhead and Profit Schedule's (OPS) billing rates (see Section V.4.B) to be provided by the Proposer as part of its proposal will be directly incorporated into the Agreement as Appendix B-1 (see Appendix C of this RFP). **The terms of the Agreement and the billing rates listed in the submitted OPS will not be negotiable.** In addition, some or all of the task details in the Proposers work approach may be incorporated into the scope of services section of the Agreement. The SFPUC reserves the right to refine and/or modify the scope of services with the selected Proposer, as needed, prior to execution of the Agreement.

Additional information relating to the RFP may be posted on the SFPUC Contract Administration Bureau webpage (<http://contracts.sfwater.org>) as needed after issuance of the RFP. Proposers should therefore consult the SFPUC website regularly for these updates.

2. Tentative Schedule

The SFPUC has established the following target dates for issuance, receipt and evaluation of proposals in addition to award of an Agreement in response to this RFP. The following dates are tentative, non-binding, and are subject to change without prior notice:

Advertisement of RFP	August 4 2009
Pre-Submittal Conference	August 10, 2009
Deadline for Proposers to Submit Questions	August 14, 2009
Deadline for Proposers to Submit Proposals	August 27, 2009
Short-Listing and Notification for Oral Interviews	September 18, 2009
Oral Interviews	September 28, 2009
Posting of Proposer Ranking	October 6, 2009
Public Utilities Commission Authorization to Execute Agreement	October 27, 2009
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement**	November 10, 2009
Notice of Award of Agreement	December 10, 2009

** Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of Public Utilities Commission's authorization to execute the Agreement may result in the General Manager's executing an Agreement with the next highest ranked Proposer.

3. Conflict of Interest

The successful 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 successful 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 successful 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 successful proposer that the City has selected the proposer.

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 the SFPUC staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, sub-consultants or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SFPUC. The database of our records concerning work performed by various sub-consultants is available for reference to consultants making their own determination of potential conflicts. This information should not be relied upon as either comprehensive or indisputable. Final determination of the potential for conflict must be made by the Proposers. A court makes the final determination of whether an actual conflict exists. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

WORK

There are many phases of work pertaining to SFPUC 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.** Since these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design 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. This phase typically does not result in the making of any contract.
 - 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 their bid.
8. **Construction.** It is unlikely that participation in construction contracts would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state or local laws.
9. **General.** Work associated with gathering, assessing, reviewing technical data such as geotechnical investigations, site surveys, condition assessments would likely have conflicts with other work only if the firms were in a position to review their own work.

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.

II. BACKGROUND

1. San Francisco Public Utilities Commission (SFPUC)

The SFPUC is a City department that provides retail drinking water and sewer services to San Francisco, wholesale water to three other Bay Area Counties, and hydroelectric power to San Francisco's municipal operations. The SFPUC supplies drinking water to 2.4 million customers in the four Bay Area counties of Alameda, Santa Clara, San Mateo and San Francisco. Headquartered at 1155 Market Street in San Francisco, the SFPUC has approximately 2,000 employees with a combined annual operating budget of approximately \$400 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 payers confidence; and
- Promote diversity and the health, safety, and professional development of its employees.

The SFPUC is comprised of three separate enterprises. The SFPUC Water Enterprise is responsible for managing the transmission, treatment, storage and distribution of potable water to San Francisco's wholesale and retail customers. The SFPUC Wastewater Enterprise is responsible for managing the collection, treatment and disposal of San Francisco's wastewater. The SFPUC 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.

III. SCOPE OF SERVICES

1. Introduction

The SFPUC Wastewater Enterprise has developed the enclosed general scope of services for this RFP. The primary role of the selected Proposers will be to provide specialized and technical services related to the operations and management of the SFPUC Wastewater Enterprise including the general service categories summarized in Section III.3. below. The selected Proposer will work under the direction of the Contract Manager in the SFPUC's Wastewater Enterprise. Each task order will have an SFPUC Task Order Manager who will work with the Consultant to negotiate the project cost, schedule and detailed tasks. Task orders will be distributed among the winning teams as work is needed. Proposers should demonstrate their capability and willingness to provide expertise in each of the general service categories for which they may receive task order work requests. Proposers responding to this RFP do so with the understanding that selected Proposers will be eligible for the award of Task Order work, but will not be guaranteed either the award of work or the award of any minimum amount of work.

2. Schedule

The agreement task orders may extend over five (5) years and the amount and type of work assigned will vary depending on the Wastewater Enterprise needs. Please take notice: by participating in this competitive process, contractor 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. All work assigned shall be completed by the end of the five (5) years contract duration or later if approved by the SFPUC.

3. General Description of Services

Proposers shall provide qualified personnel for wastewater professional services in the following general service categories:

1. **Wastewater and Storm Water Services** including sanitary engineering design; treatment strategy options analyses; cost estimating and scheduling; odor abatement; collection systems management; maintenance and process optimization; automation and efficiency surveys; analysis of discharges to receiving waters and to the air; residual, solid waste, and sludge disposal analysis; contaminant identification and treatment; storm water assessment, compliance and control; sewer system management and business planning; combined sewer overflow management and planning; storm water quality and quantity management, including training, using green storm water infrastructure and low impact development (LID); NPDES permits and requirements; development of storm water policy, hydraulic modeling (computer and physical), design standards and specifications; analysis and optimization of storm water rates and fees; flow and flood hydraulic and hydrologic modeling and control; outfall dilution modeling; pretreatment strategies; LID design and performance monitoring; analysis and design of non-potable

water systems (e.g., greywater, rainwater harvesting and dewatering systems); life cycle analysis of alternative and sustainable storm water and wastewater infrastructure systems.

2. **Management Improvement Services** including knowledge management; succession planning; staff development and training, documentation and analyses of procedures, interactions, and efficiencies; performance measures development; productivity improvement analysis; mentoring program development; IT systems integration of knowledge management data into Wiki and communication equipment; benchmarking; strategic business planning; operations planning; sustainability planning and analyses; risk management and assessment; financial condition assessment; enterprise capital plan assessment/certification; records, data, and document management; presentation organization and delivery; and developing communications with regulators, community members, customers, and other stakeholders.
3. **Asset Management Services** including business planning; technical services and strategies related to operations: maintenance, repair and replacement of major assets of wastewater systems (i.e., buildings, equipment, facilities, and operational systems such as space planning, optimization, electrical, mechanical, elevators, code compliance, treatment plants, corporation yards, other storage facilities, pipelines, tunnels, pump stations appurtenances, meters, roads, pavements, and fences); Environmental, asset management, hydraulic and hydrology data systems integration, fleet and equipment management; cost estimating; condition assessment; value assessment and analyses; useful life and life cycle analyses and assessment; inventory analyses; vulnerability analyses, facility optimization and documentation; preventive and routine operations and maintenance planning; automation and efficiency systems and analyses; IT systems integration of condition assessment and service request data gathering and reduction business processes into Maximo SCADA and communications equipment design, planning, implementation and optimization; Rain gauge and flow monitoring support, installation, set up, data collection services, flow and other IC system data integration flow data analysis; hydraulic modeling to include increased calibration and GIS design and support.
4. **Specialized Technical Operation/Maintenance Services** including structural, seismic, geological, geotechnical, modeling, sewer failure analysis, geotechnical boring; surveying, tunneling, wastewater system evaluation; deep water outfall evaluation; metallurgical and welding technology and inspection and architectural evaluations of existing facilities; low impact design; instrumentation and process control; process and biostatistical analysis and reporting systems design consultation and implementation; material testing; and acoustical and vibration analysis; bioenergy options planning and development (ex: Fats, Oil and Grease [FOG] to biofuel and FOG co-digestion; food waste digestion/co-digestion; alternative fuel production (compressed biogas and liquefied biogas); greenhouse gas, economic, socioeconomic and cost/benefit analyses and 3-D simulations of projects for visual presentation.
5. **Security, Asset Control, and Emergency Response Services** including development and update of security and emergency operations plans, facility security and vulnerability

assessments, security design of facilities and site (e.g., fencing, cover, concealment); intrusion detection and access control of facilities; monitoring locations via Supervisory Control and Data Acquisition (SCADA); Closed Circuit Television (CCTV) surveillance systems; crisis management; and training, drills, and exercises development and implementation.

6. **Environmental and Regulatory Compliance Services, Hazardous Materials and Waste** including compliance analyses and audits; hazardous materials and waste management and planning; soils and ground water sampling and testing; site assessments; contamination surveys; abatement strategies; risk assessments; regulatory requirements and strategy; regulatory agency liaison and policy interpretation; remediation and monitoring; permitting and permit compliance; industrial hygiene oversight; anticipated regulatory controls; underground tank requirements; hazardous materials planning including storage, transportation, use, removal, manifests, and disposal; spill response; remediation analyses; facility and emergency response and evacuation plans, and training.
7. **Health and Safety Services** including OSHA policies and procedures interpretation and compliance; code of safe practices development; worker and equipment safety evaluations; site inspections; alternative equipment use analysis; and inspection, documentation, and emergency response consulting.

Additional Services

In addition to services identified above, the contractor(s) may also be asked to provide:

1. Presentations to the SFPUC Staff and/or Commission, the San Francisco Board of Supervisors, SFPUC customers, SFPUC stakeholders, and neighborhood or community meetings;
2. Professional consultations, expert testimonies, and peer review;
3. Field inspections and field or crisis management at project sites. Confined space entry may be required; and
4. Ability and willingness to obtain unusual or specific expertise on short notice, possibly outside of their existing contract team through an SFPUC approval process.

The SFPUC Contract Manager will manage the contract capacity and assign and approve individual Task Orders coordinating between the Consultant Contract Manager and SFPUC Task Order Managers.

The assigned SFPUC Task Order Managers will review invoices and requests for payment based on measured progress of an approved, as-needed Task Order, which will define in detail the scope of work, timelines, and progress milestones for each approved task.

Each Consultant Contract Manager shall be required to submit a monthly progress report to the SFPUC Contract Manager on all Task Order assignments, as well as provide monthly invoices for accounting and payment purposes to the SFPUC Central Invoice Processing Unit when work is in progress. Electronic invoicing may be offered.

A format for the monthly report and invoice will be presented to the successful proponents at the Contract kick-off meeting. This format will include updates on each Task Order's scope activities, schedule, original budget, issues and recommended resolutions, and monthly expenditures by firm and LBE compliance reports.

The individual SFPUC Task Order managers may be asked to submit to the SFPUC Contract Manager interim evaluations of the consultant's performance on the Task Order, and a final overall evaluation.

IV. QUALIFICATIONS

1. Prime Proposer and Joint Venture (JV) Partners Qualifications

Any Joint Venture (JV) responding to this RFP must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner). Any Prime or JV Partner (i.e., Lead or Non-Lead Partner) may only participate, as such, on one proposing team. However, the Prime or JV Partner may be identified on other proposals as a subconsultant. In addition, subconsultants can be identified on multiple proposal teams, but subconsultants on multiple teams may not attend any oral interview.

To qualify for award of this Agreement, the Prime Proposer or JV Partners must demonstrate relevant expertise and project experience to successfully perform their proposed role and responsibilities for the scope of services described in this RFP.

The Prime Proposer or Lead JV Partner for this RFP must possess the following:

- A minimum of fifteen (15) years of professional experience performing a full-range of wastewater utility services;
- Be in business for a minimum of five (5) years;
- Strong capabilities and demonstrated experience in project management and management of multiple subconsultant teams; and
- A fully functioning office located within 1-hour drive from the SFPUC Headquarters in San Francisco prior to NTP. The office shall include technical and non-technical staff capable of providing a significant amount of the scope of services outlined in this RFP.

To qualify as a Non-Leading JV Partner for this RFP, a Proposer must possess the following:

- A minimum of ten (10) years of professional experience performing a full range of wastewater utility services;
- Be in business for a minimum of five (5) years;
- Strong capabilities and demonstrated experience in project management and management of multiple subconsultant teams; and

- A fully functioning office located within 1-hour drive from the SFPUC Headquarters in San Francisco prior to NTP. The office shall include technical and non-technical staff capable of providing a significant amount of the scope of services outlined in this RFP.

2. Subconsultant Qualifications

To qualify as a Subconsultant that will provide technical services described in this RFP, the Subconsultant(s) must have a minimum of five (5) years of professional experience in the identified scope of services for which the sub consultant is proposing services. (e.g., geotechnical engineering, sanitary engineering, maintenance and process optimization, asset management, etc.)

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

3. Key/Lead Team Member Qualifications

Proposer shall identify a minimum of two (2) Key/Lead Team Members for each General Service Category in the table provided as Appendix B – Overhead & Profit Schedule of this RFP and shall include a Consultant Contract Manager with demonstrated management and technical expertise necessary for effective management of services and staff involving multiple disciplines, consulting firms, agencies and stakeholders. Each Key/Lead Team Member, including the Consultant Contract Manager, must have a minimum of ten (10) years of professional experience performing a full range of wastewater utility services. Resumes for these Key/Lead Team Members shall be submitted with the Proposal as Exhibit C as outlined in Section V.3 below. These resumes will provide evidence of the Key/Lead Team Members' experience and, therefore, the Proposers' stated team experience. The Proposers' key lead team members' experience will be evaluated in the written proposal evaluation phase. **The SFPUC expects that these Key/Lead Team Members will be performing a majority of the services and reserves the right to reject requested substitutions proposed during task order negotiations.** Proposed substitutions will only be considered if they have similar qualifications and billing rates.

V. PROPOSAL

1. Pre-Submittal Conference and Requests for Information

The pre-submittal conference is scheduled for 10:00 am on August 10, 2009. The conference will be held at 1145 Market Street (San Francisco), 1st Floor Conference Room. 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. Per the SFPUC, attendance at the pre-submittal conference is mandatory for all Prime Proposers. Failure by the Proposer to attend the pre-submittal conference may result in Proposer being deemed 'non-responsive'.

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be in writing and directed to Bonita McGee at rfp@sfgwater.org. All inquiries should include the number and title of the RFP. Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the on the Contract Administration Bureau webpage at <http://contracts/sfgwater.org> . This RFP will only be governed by information provided through written addenda. With the exception of Human Rights Commission (HRC) or City contracting inquiries, **no questions or requests for interpretation will be accepted after 5:00 p.m. August 14, 2009.**

2. Proposal Submittal

Deliver the following items in a sealed package clearly marked **CS-955 Specialized & Technical Wastewater Services by [Proposer's Name]**;

- **Proposer's Proposal:** two (2) unbound, eight (8) bound copies and one (1) CD in .pdf format of the proposal and any related information (See Section V.3);
- **Overhead and Profit Schedule (OPS):** One (1) original, one (1) copy, and one (1) CD with an electronic file (compatible with Microsoft Excel) of the OPS in a separate sealed envelope labeled **"Overhead and Profit Schedule - CS-955 Specialized & Technical Wastewater Services by [Proposer's Name]"** (See Section V.4.B);
- **HRC/Local Business Enterprise (LBE) Forms:** Please submit one (1) original and one (1) copy of HRC Attachment 2 forms in a separate sealed envelope labeled **"HRC/LBE Forms - CS-955 Specialized & Technical Wastewater Services by [Proposer's Name]"** (See Section V.4.A and Section IX.1.c.);
- **HRC/12B & 12C Form:** One (1) original and one (1) copy of HRC form (Form No. 12B-101) in a separate sealed envelope labeled **"HRC/12B Forms - CS-955 Specialized & Technical Wastewater Services by [Proposer's Name]"** (See Section V.4.A and Section IX.2)
- **First Source Hiring Program Certification Form:** One (1) original and one (1) copy of the First Source Hiring Program Certification form in a separate sealed envelope labeled **"First Source Hiring Program Certification Form by [Proposer's Name]"** - (See Section XV);and
- **Other Required City Forms:** One (1) original and one (1) copy of the following forms in a separate sealed envelope labeled **"Other Required City Forms - Business Tax Registration Declaration, Release of Liability Form, MCO/HCAO Declaration Forms by [Proposer's Name]"**.

The package, which includes the Proposer's proposal and five (5) separately sealed envelopes, must be received at the following location no later than 1:00 p.m. on August 27, 2009. Postmarks will not be considered evidence of delivery. Late proposals may be deemed non-responsive and rejected.

Proposals should be mailed or delivered to:

San Francisco Public Utilities Commission

Contract Administration Bureau

Attn: Bonita McGee

RE: ***CS-955 Specialized & Technical Wastewater Services by [Proposer's Name]***

1155 Market Street, 9th Floor

San Francisco, CA 94103

3. Proposal Format and Content

The proposal shall be (1) clear and concise, (2) responsive to all RFP requirements, and (3) presented in the form of a written report separated by tabs into the following subheadings:

- A. Cover Letter
- B. Executive Summary
- C. Task Descriptions and Work Approach
- D. Project Team Organization and Availability
- E. Proposer (Prime or JV Partners) Qualifications
- F. Key/Lead Team Member Qualifications

Exhibit A - Organizational Chart

Exhibit B – Key/Lead Team Member Resumes and Letters of Commitment

The Proposer shall refer to Section V.4 (Supplemental Proposal Requirements) for additional documents (including the Overhead and Profit Schedule) that must be prepared and submitted separately from the main proposal report.

The text in the main proposal report, inclusive of cover letter, and all text, tables and figures, but exclusive of Exhibits A and B shall not exceed forty (40) pages (note: one double-sided page counts as two pages). Proposers shall print their proposal double-sided on 8.5 x 11 inch recycled and/or recyclable white paper (larger size paper can be used for figures and organization charts) and use a minimum font of 10 pts with minimum margins of one (1) inch for the preparation of their proposal. Proposer shall number every page of the proposal, beginning with the cover letter, including pages with tables and figures.

Proposals must include the following information:

A. Cover Letter

Submit a cover letter signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the proposal. The letter must include the following: (1) a statement identifying the Lead Proposer if a JV is responding to this RFP; (2) a contact for all communications pertaining to the Proposer's proposal (include telephone number, fax number, e-mail address and mailing address); (3) a statement of the Proposer's overall ability and qualifications to conduct the work; (4) a statement that the Proposer agrees to comply fully with the terms and conditions of the Agreement, attached hereto as Appendix C; (5) a statement that

the Proposer agrees that the **Proposer's rates listed on the Overhead and Profit Schedule are non-negotiable** and will be incorporated into the Agreement; and (6) a statement that the Proposer agrees to fully comply with all applicable San Francisco laws.

B. Executive Summary

Provide an executive summary that: (1) includes a brief overview of the proposal's principal elements; (2) demonstrates an understanding of each of the general service categories as listed under the scope of services; and (3) describes the approach for carrying out the scope of services as requested.

C. Task Descriptions and Work Approach

Describe the overall approach that your team intends to use to successfully carry out the scope of work described in this RFP (see especially Section III.4) including but not limited to the following:

- Overall approach for coordinating and managing all work activities related to task descriptions listed in this RFP;
- Processes/measures for controlling cost and schedule, tracking delivery/performance and maximizing QA/QC;
- Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances;
- Understanding of potential technical and business constraints and how the Proposer will support the SFPUC in completing these services on schedule and within budget;
- Special expertise to be provided for the various services requested;
- Plans for responding to SFPUC needs for highly specialized and technical expertise upon short notice; and
- Team organization and availability of individuals identified in the proposal, to manage various internal and external reporting relationships.

D. Project Team Organization and Availability

It is critical that the Proposer clearly outlines and provides:

- Project Team Organizational Chart (Exhibit A) and team structure;
- Summary of each firm included in the team and which types of services each are proposed to provide; and
- A demonstration of a strong commitment to these services from all team members and confirm their availability throughout the contract duration (Exhibit B).

E. Proposer Qualifications

The Proposer must clearly demonstrate that the Prime Proposer (or JV Partners), Non-Leading JV Partner (if applicable), and Subconsultants meet all the qualification requirements outlined in

Section IV.1, Section IV.2 and Section IV.3. For each general service category identified in Section III.3 of this RFP, the proposal must identify the role of the Prime or each JV Partner and demonstrate qualifications and experience for these team members to successfully perform such services.

The Proposer qualifications section must also provide sufficient information for the Selection Panel to evaluate the Proposer's ability to successfully complete the types of services requested in this RFP, including, but not limited to the following:

- A description and background summary of the Prime Proposer or JV Partners consulting firm(s). Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required, and successfully accomplish the work. In addition, Prime Proposer or JV Partners must identify years in business - from inception date to the present;
- If a JV, include a description of the organization, relationships, and defined responsibilities of all Partners in the JV. Describe any previous project-specific associations of the JV Partners. The Lead JV Partner shall demonstrate proven experience in managing and leading; and
- Describe three (3) projects performed by Prime Proposer, or Lead JV Partner and each JV Partner. Proposer's project descriptions must demonstrate an excellent track record on projects similar in size and scope as listed in this RFP. Include staff members who worked on each project, budget, schedule and project summary. Limit descriptions to one (1) page for each project. Each description shall include:
 - A summary description of a project;
 - Proposer's role and responsibilities in the project;
 - Proposer's staff members involved in the project;
 - Project client's name, company name, e-mail address and telephone number/s;
 - Dates when the project was performed (start and end);
 - Original project budget and final project costs, including Proposer's fee; and
 - Proposer's performance on delivering the project on schedule and within budget.

For the purpose of verifying the Proposers qualifications the SFPUC may, at its discretion, make contact, either in writing or orally, with any number of individuals, entities or firms provided in the Proposers proposals and reserves the right to seek additional information, either in writing or orally, from any individual who has information about the listed projects.

As part of the submittal package, Proposers must sign and return the Release of Liability (waiver required for verification of projects - see Appendix I). Proposers should note that a failure to provide a properly executed Release of Liability, signed by the Prime Proposer, or if a JV, by all JV partners, may result in a score of zero for the Proposer Qualifications portion of the evaluation.

F. Key/Lead Team Members; Resumes and Letters of Commitment

For each general service category in Section III.3 of this RFP, proposal must identify and list a minimum of two (2) Key/Lead Team Members to perform the services of this RFP. This section should demonstrate qualifications and experience for these team members to successfully perform such services. In addition, each firm must identify years in business - from inception date to the present. This section must also demonstrate qualifications and experience for the Consultant Contract Manager to perform the necessary duties associated with overall contract management, and the technical ability to perform the required tasks. In addition, all listed Key/Lead Team Members must be identified in Appendix B – Overhead & Profit Schedule.

Provide resumes in Exhibit B containing sufficient information for the Selection Panel to evaluate the ability and experience of each Key/Lead Team Members to successfully fulfill their roles, and complete the scope of services. The information required in this section applies to all the Key/Lead Team Member positions identified in Section IV.3 of the proposal.

Briefly describe the role, responsibilities, qualifications, and company affiliation of each individual on the Proposer team for the scopes of services outlined in this RFP. Discuss team members' background and experience that demonstrate a strong ability to successfully perform the work.

Proposer shall provide a letter of commitment from each Key/Lead Team Member. Each letter of commitment shall be attached to the resume of the applicable individual, 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 SFPUC awards an agreement to the Proposer, he or she intends to participate as a Key/Lead Team Members as specified by Proposer in its proposal for the duration of the contract. In the absence of a letter of commitment from an identified Key/Lead Team Member, the SFPUC may determine that the Proposer does not have commitment from the identified individual/s and may reject the proposal as non-responsive.

Exhibit A - Organizational Chart

The Organizational Chart must illustrate the team structure of all proposed staff to be included as Exhibit A of the submitted Proposal.

Exhibit B - Key/Lead Team Member Resumes with attached Letters of Commitment

Exhibit B shall provide sufficient information for the Selection Panel to evaluate the ability and experience of each Key/Lead Team Members to successfully fulfill their roles, and complete the scope of services.

4. Supplemental Proposal Requirements

A. Human Rights Commission Forms

All proposals submitted must include the following Human Rights Commission (HRC) Forms contained in the HRC Attachment 2: Form 2A - HRC Contract Participation; Form 2B - HRC

“Good Faith Outreach” Requirements Form; Form 3 - HRC Non-Discrimination Affidavit; Form 4 - HRC Joint Venture Form (if applicable;) and Form 5 - HRC Employment Form.

Please submit one (1) original and one (1) copy of the above forms with your proposal. The forms should be placed in a separate sealed envelope labeled **“HRC/LBE Forms - CS-955 Specialized & Technical Wastewater Services by [Proposer’s Name]”** and delivered with the proposal package.

One (1) original and one (1) copy of the HRC/12B form (Form No. 12B-101) must be submitted in a separate sealed envelope labeled **“HRC/12B Forms - CS-955 Specialized & Technical Wastewater Services by [Proposer’s Name]”** and delivered with the proposal package.

Failure to complete, sign and submit each of the HRC forms listed above may result in the proposal being deemed non-responsive and rejected.

B. Overhead and Profit Schedule

One (1) original, one (1) copy and one (1) CD with an electronic file (compatible with Microsoft Excel) of the Overhead and Profit Schedule must be submitted in a separate sealed envelope labeled **“Overhead and Profit Schedule - CS-955 Specialized & Technical Wastewater Services by [Proposer’s Name]”** and delivered with the proposal package.

(i) Overhead and Profit Schedule Components

Proposers must use the form provided in Appendix B to prepare their Overhead and Profit Schedule (OPS). The OPS must include hourly rate breakdown (base hourly rate and billing rate) for each staff classification for the Prime Proposer, (or JV Partners), all subconsultants and Key/Lead Team Members. The firm overhead and profit rate must also be listed in the OPS. **Only one overhead and profit rate must be listed for each firm.** It must also include a breakdown of all other direct costs (ODCs) and markups on subconsultant labor costs rounded off to two (2) decimal figures.

For fair comparison purposes, all billing rates shall reflect 2010 billing rates. The selected Proposer will only be allowed to escalate its 2010 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. The billing rate for each listed individual may not exceed the lowest rate charged to any other governmental entity. The selected Proposer agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under the Agreement. The selected Proposer will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by the Agreement, whether funded in whole or in part under the Agreement. Selected Proposer shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under the Agreement or until after final audit has been resolved, whichever is later.

All information in the OPS spreadsheet must be consistent with all other submissions with the proposal (Key/Lead Team Members, resumes, letters of commitment, etc.) Failure to provide consistent information on the OPS may result in a determination by the SFPUC that the proposal be deemed non-responsive. In addition, for each general service category and sub-category in Section III.3 of this RFP, the OPS must list all Key/Lead Team Members reflected in the proposal.

Only one overhead and profit rate can be used for each firm listed in the OPS. The Effective Overhead and Profit Rate (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.**

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 individuals not listed in the OPS (i.e., substitute staff and staff assigned later). The EOPR rate will also apply to all amendments to the Agreement. **The SFPUC expects that Key/Lead Team Members listed in the OPS will be performing a majority of the services and reserves the right to reject requested substitutions proposed during task order negotiations. .**

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 shall provide the markup on Subconsultant labor costs as a separate line item in the Overhead and Profit Schedule. Markups are limited to five (5) percent of Subconsultants' actual labor costs. Markups on ODCs are not allowable.

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).

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. The EOPR shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses. **The EOPR shall apply to all proposed substituted or new staff for the duration of the contract.**

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

The following items will be eligible for reimbursement as ODCs:

- Out-of-town travel ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, Solano).

- 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: 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 with its monthly invoices.
- 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);
- Specialty computer hardware and software (only with **prior** written approval by SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice – all specialty hardware and software will be the property of the City);
- Permit fees; and
- Expedited courier services when requested by SFPUC staff;

Anything not listed above is not eligible for reimbursement and therefore should be included in the Proposer’s EOPR if compensation for these expenses is desired. 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, travel from Consultant’s home office to SFPUC facilities;
- Contractor staff relocation costs;
- Any labor charges or pass-throughs, including but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm’s home office, standard computer use charges, computer hardware or software (other than the specialty hardware or software mentioned above), communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff; and
- Postage and courier services which are not requested by SFPUC staff.

(ii) Overhead and Profit Schedule Evaluation

The City intends to award an Agreement to the Proposer that is responsive to all RFP requirements and is the best-qualified Proposer, taking the EOPR into consideration. Section VI.5 outlines how the Overhead and Profit Schedule will be evaluated in the selection process.

All Proposers shall keep within the maximum allowed EOPR of 2.70. Any Proposer that does not completely fill out the Overhead and Profit Schedule provided in this RFP and/or does not comply with the maximum allowed EOPR will not receive any points for the Overhead and Profit Schedule portion of the proposal evaluation. Furthermore, it is within sole discretion of the SFPUC to reject any proposal that does not comply to the OPS requirements.

VI. EVALUATION AND SELECTION CRITERIA

1. Initial Screening

SFPUC and HRC staff will review each proposal to determine if they are responsive and responsible. Proposers' proposals will be reviewed for completeness, format requirements and responsiveness to LBE requirements. Only those proposals that are properly completed, and meet the minimum format and content requirements will be considered in the evaluation process.

2. Overall Evaluation Process

The evaluation process will consist of three phases - Written Proposal, Oral Interview and Overhead and Profit Schedule. The points allocated for each phase of the evaluation are fifty (50) points for the written proposal phase, thirty-five (35) points for the oral interview phase, and fifteen (15) points for the Overhead and Profit Schedule.

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 thirty (30) 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 thirty (30) 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 five (5) ranked Proposers will be short listed to continue on with oral interviews.

3. Written Proposal Evaluation

The selection panel will evaluate and score written proposals using the following point scale:

Evaluation Criteria	RFP Section	Points
Proposal Format and Organization (Including Cover Letter and Executive Summary)	V.3 V.3.A and V.3.B	5
Task Description and Work Approach	V.3.C, V.3.D,	10

	Exhibit A&B	
Project Team Organization and Availability	V.3.F, Exhibit A	5
Proposer Qualifications	V.3.G, Exhibit B	15
Key/Lead Team Members Qualifications	V.3.H	150
Total		50

The HRC 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 HRC-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.

4. Oral Interview Evaluation

The Selection Panel will hold oral interviews with the short-listed Proposers. However, in the event that the SFPUC receives three (3) or fewer proposals, SFPUC may at its discretion decide not to hold oral interviews. In this event, only those proposals that receive a minimum qualifying score of 30-points or more on the written evaluation would proceed to the next evaluation phase. The SFPUC will send a letter to all short-listed Proposers regarding the format of the interview, the scoring criteria to be used during the interview and the composition of the Proposer team to participate in the interview. **Sub consultants on multiple teams may not attend any oral interview.**

The interview evaluation process will consist of a Proposer presentation followed by standard interview questions from the Selection Panel, and may include follow up questions if clarification of Proposer's responses is necessary. The same set of interview questions will be used for all Proposers. Note that the oral interview questions may differ from the written proposal evaluation criteria.

The Selection Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

The HRC Contract Compliance Officer will assess proposal compliance with LBE requirements and assign a rating bonus to the oral interview score, if applicable.

The oral interview scores or HRC-adjusted oral interview scores (if applicable) will then be tabulated.

5. Overhead and Profit Schedule Evaluation

Proposers will be scored based on their proposed overhead and profit rate for this project.

The data provided in the Overhead and Profit Schedule (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 Work Plan or

Organizational Chart must be consistent with classification of team members listed in the Overhead and Profit Schedule.

A Proposer will receive up to 15 points for the Overhead and Profit based on the following table:

Overhead and Profit Rate	Point(s)
< 2.00	15
2.00-2.10	13
2.10-2.20	11
2.20-2.30	9
2.30-2.40	7
2.40-2.50	5
2.50-2.60	3
2.60-2.70	1
> 2.70 (Maximum allowable is 2.70)	0

The HRC Contract Compliance Officer will assess proposal compliance with LBE requirements and assign a rating bonus to the combined OPS score, if applicable. The OPS score or HRC-adjusted OPS scores (if applicable) will then be tabulated.

6. Tabulating Final Scores

The scores from the Written Proposal, the Oral Interview, and the Overhead and Profit Schedule evaluation will be combined and tabulated using the following overall scoring breakdown:

1. Written Proposal	50 pts
2. Oral Interview	35 pts
3. <u>Overhead and Profit Schedule</u>	<u>15 pts</u>
Total	100 pts

Proposers will be ranked starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second highest total score, and so on. The three (3) Proposers with the highest total scores will be identified as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

VII. AWARD OF AN AGREEMENT

1. Agreement Preparation

The SFPUC General Manager will make a recommendation to the Public Utilities Commission that the Agreement be awarded to the three highest-ranked Proposers to perform the requested services. The terms of the Agreement, including the billing rates listed in the submitted Overhead

and Profit Schedule will not be negotiable. In no event will the hourly billing rate exceed \$220 for any staff member.

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

2. Standard Agreement Language

By submitting a proposal, Proposers acknowledge that they have read, understand, and agree with all the terms of the City's Agreement (Appendix C of the RFP.)

3. Agreement Administration

Performance of services may be executed in phases using individual Task Orders assigned by the CS-955 Contract Manager and negotiated with individual SFPUC Task Order Managers. The successful Proposer is hereby notified that work cannot commence until it receives a written NTP in accordance with Chapter 21 of the San Francisco Administrative Code. Any work performed without a NTP will be at the Proposer's own commercial risk.

VIII. TERMS AND CONDITIONS

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. **All requests for information concerning the RFP must be in writing and directed to Bonita McGee at rfp@sfgwater.org prior to August 14, 2009, at 5:00 pm (PST).** All inquiries should include the number and name of 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 the deadline.

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 directed to Bonita McGee at rfp@sfgwater.org. All inquiries should include the number and title of the RFP. Substantive replies will be memorialized in written addenda to be made part of this RFP. All addenda will be posted on the Contract Administration Bureau webpage at <http://contracts.sfgwater.org>. This RFP will only be governed by information provided through written addenda. With the exception of HRC or City contracting inquiries, no questions or requests for interpretation will be accepted after August 14, 2009.

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 Contract Administration Bureau webpage at:

<http://contracts.sfwater.org>.

Direct all inquiries (other than inquiries at the pre-proposal conference) concerning administration of this RFP to Bonita McGee at rfp@sfwater.org. All inquiries should include the number and title of the RFP.

Direct all inquiries (other than inquiries at the pre-proposal conference) concerning HRC certification requirements to the HRC Certification Unit at (415) 252–2500.

Direct all inquiries (other than inquiries at the pre-proposal conference) concerning the HRC LBE Program to Mindy Lee, the HRC Contract Compliance Officer for the SFPUC at (415) 554-3136.

For questions concerning HRC certification requirements for equal benefits Proposers should refer to the HRC website at <http://sfgov.org/sfhumanrights>.

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

3. Objections to RFP Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the SFPUC setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

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 Contract Administration Bureau webpage at:

<http://contracts.sfwater.org>.

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the Contract Administration Bureau webpage at: <http://contracts.sfwater.org>. 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 SFPUC Contract Administration Bureau webpage 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.

5. Term of Proposal

By submitting a proposal for consideration, the Proposer agrees that the proposed services and prices are valid for 120 calendar days from the proposal due date, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

6. Revision of Proposal

Notwithstanding the foregoing, 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.

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. 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.

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.

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.

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.

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.

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.

IX. HUMAN RIGHTS COMMISSION (HRC) REQUIREMENTS

1. Local Business Enterprise Goals and Outreach – Chapter 14B 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.

a. LBE Subconsultant Participation Goals

The LBE subconsulting goal for this project is **13%** of the total value of the goods and/or services to be provided. Pursuant to Sec. 14B.9 of the Administrative Code, proposers are hereby advised that the availability of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Other Business Enterprises ("OBE") to perform subconsulting work on this project is as follows: 6.6% MBE, 3.9% WBE, and 2.5% OBE. 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 subcontractors as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, 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 subcontractors must be certified with the San Francisco Human Rights Commission at the time the proposal is submitted, and must be contacted by the proposer (prime contractor) prior to listing them as subcontractors 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(C) & (D) and HRC Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Proposals which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, HRC 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 subcontractor participation specified in the contract shall be deemed a material breach of contract. Subconsulting goals can only be met with HRC-certified LBEs located in San Francisco. Proposers should note that the LBE subconsulting percentage listed on its HRC Form 2A (the HRC Contract Participation Form) will be incorporated into the final Standard Agreement.

b. LBE Prime/JV Participation

The City strongly encourages response packages from qualified LBEs. Pursuant to Chapter 14B, the following rating bonus will be in effect for the award of this project for any proposers who are certified by HRC as a LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling HRC at (415) 252-2500. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- (1) A 10% rating bonus to an LBE; or a joint venture between or among LBEs; or

- (2) A 5% rating bonus to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%; or
- (3) A 7.5% rating bonus to a joint venture with LBE participation that equals or exceeds 40%; or
- (4) A 10% rating bonus to a certified non-profit entity.

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

If you have any questions concerning the HRC Forms, you may call Mindy Lee at (415) 554-3136.

c. LBE Forms

All response packages submitted must include the following Human Rights Commission (HRC) Forms contained in the HRC Attachment 2: Form 2A - HRC Contract Participation; Form 2B - HRC "Good Faith Outreach" Requirements Form; Form 3 - HRC Non-Discrimination Affidavit; Form 4 - HRC Joint Venture Form (if applicable), and Form 5 - HRC Employment Form. If these forms are not returned with the response package, the response package may be determined to be non-responsive and may be rejected.

Failure to complete, sign and submit each of the required HRC/LBE forms may result in the response package being deemed non-responsive and rejected.

Proposers must submit one (1) original and one (1) copy of the above forms with their proposal. The forms should be submitted in a separate, sealed envelope labeled **"HRC/LBE Forms – CS-955 Specialized & Technical Wastewater Services by [Proposer's Name]"**. The City strongly encourages proposals from qualified LBEs. Certification applications may be obtained by calling HRC at (415) 252-2500 or by visiting the HRC website at <http://sfgov.org/sfhumanrights>.

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 HRC has developed rules of procedure and various resource materials explaining the equal benefits program. These materials are available by calling the HRC Equal Benefits Section at (415) 252-2500 or by visiting the HRC website at <http://sfgov.org/sfhumanrights>.

All response packages submitted must include HRC Form 12B-101.

HRC/12B & 12C Form: One (1) original and one (1) copy of HRC form (Form No. 12B-101) in a separate sealed envelope labeled **“HRC/12B Forms - CS-955 *Specialized & Technical Wastewater Services* by [Proposer’s Name]”**. If you have any questions concerning the HRC Forms, you may call the HRC Equal Benefits Unit at (415) 252-2500.

X. ADDITIONAL CITY REQUIREMENTS

1. Insurance Requirements

a. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 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 Contractor’s profession, with limits not less than \$2,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

b. 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, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor 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 Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty 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.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this 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.

f. 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.

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

h. Before commencing any operations under this Agreement, Contractor 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 this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

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 C. 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 Public Utilities Commission's authorization to execute the Agreement may result in the General Manager's executing an Agreement with the next highest ranked Proposer. The SFPUC, at its sole discretion, may select another Proposer and may proceed against the original selected Proposer for damages.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§34 in the attached Agreement); the Minimum Compensation Ordinance (§43 in the attached Agreement); the Health Care Accountability Ordinance (§44 in the attached Agreement); the Earned Income Credit (§32 in the attached Agreement); the First Source Hiring Program (§45 in the attached Agreement); and applicable conflict of interest laws (§234 in the attached Agreement), as set forth in Sections 3, 4, 5, 6, 7 below.

3. Nondiscrimination in Contracts and Benefits

As outlined above, the successful 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 HRC's website at <http://sfgov.org/sfhumanrights>.

4. Minimum Compensation Ordinance for Employees (MCO)

The successful 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. For the contractual requirements of the MCO, see §43 "Requiring Minimum Compensation for Covered Employees" in the Agreement.

For the amount of hourly gross compensation currently required under the MCO, see <http://sfgov.org/olse/mco>. Note that this hourly 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.

Additional information regarding the MCO is available on the City website at <http://sfgov.org/olse/mco>.

5. Health Care Accountability Ordinance (HCAO)

The successful 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 S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco 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.

6. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then 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 a http://www.onestopsf.org/employers_first_source.html and from the First Source Hiring Administrator, (415) 401-4960.

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.

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

9. Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local 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 successful 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 successful proposer might be deemed Proposers 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 (10) calendar days of the City notifying the successful proposer that the City has selected the proposer.

XI. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

After receipt of proposals, the SFPUC, with the assistance of HRC, will initially review all proposals for responsiveness, and will notify all non-responsive Proposers with a Notice of Non-Responsiveness. Within five (5) working days of the SFPUC's issuance of a Notice of Non-Responsiveness, any Proposer that has submitted a proposal and believes that the City has unfairly determined that its proposal is non-responsive may submit a written notice of protest. 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 Notice of Non-Responsiveness. 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.

B. Protest of Agreement Award

As soon as the Proposer rankings are finalized, the SFPUC will post final rankings on the Contract Administration Bureau webpage at:
<http://contracts.sfwater.org> ..

Within five (5) working days of the SFPUC's posting of the Proposers ranking on the SFPUC Contract Administration Bureau webpage, 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 (5th) working day following the SFPUC's posting of the Proposers ranking.

C. 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
Attn: Bonita McGee
RE: *CS-955 Specialized & Technical Wastewater Services*
1155 Market Street, 9th Floor
San Francisco, CA 94103