



SAN FRANCISCO PUBLIC UTILITIES COMMISSION

Infrastructure

Request for Proposals

AGREEMENT No. CS-988

MICRO-LBE CONTRACTOR RESEARCH PROJECT

MAY 22, 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

Infrastructure

San Francisco Water System Improvement Program

Agreement No. CS -988
Micro LBE Contractor Research Project

Table of Contents

I. INTRODUCTION.....	1
II. BACKGROUND	5
III. SCOPE OF SERVICES	6
IV. QUALIFICATIONS	8
V. PROPOSAL.....	9
VI. EVALUATION AND SELECTION CRITERIA.....	12
VII. AWARD OF AN AGREEMENT	13
IX. HUMAN RIGHTS COMMISSION (HRC) REQUIREMENTS	18
X. ADDITIONAL CITY REQUIREMENTS.....	20
XI. PROTEST PROCEDURES.....	24

Appendices:

- A. Professional Services Proposal Checklist
- B. Professional Services Agreement (P500)
- C. Human Rights Commission (HRC) Forms
 - Form 2A - HRC Contract Participation Form
 - Form 3 - HRC Non-Discrimination Affidavit
 - Form 5 - HRC Employment Form
- D. 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
- E. Business Registration Certificate Requirement
- F. Business Tax Declaration
- G. Insurance Requirements
- H. Minimum Compensation Ordinance (MCO) Declaration
- I. Health Care Accountability Ordinance (HCAO) Declaration

Acronyms and Abbreviations

AAR	Alternative Analysis Report
ACI	American Concrete Association
AGM	Assistant General Manager
ASCE	American Society of Civil Engineers
BAWSCA	Bay Area Water Supply and Conservation Agency
BDPL	Bay Division Pipeline
CDFG	California Department of Fish and Game
CEQA	California Environmental Quality Act
CER	Conceptual Engineering Report
CIP	Capital Improvement Program
CMB	Construction Management Bureau
CPI	Consumer Price Index
CPM	Critical Path Method
CSI	Construction Specifications Institute
DPR	Department of Park and Recreation
DPW	Department of Public Works
EIC	Earned Income Credit
EMB	Engineering Management Bureau
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

Acronyms and Abbreviations (continued)

NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NTP	Notice to Proceed
ODC	Other Direct Cost
PCSB	Program Controls and Support Bureau
PMB	Program Management 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
SFPUC	San Francisco Public Utilities Commission
TPC	Total Project Cost
TWR	Treated Water Reservoir
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
WBS	Work Breakdown Structure
WSIP	Water System Improvement Program

I. INTRODUCTION

1. Summary

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco (the City), issues this Request for Proposals (RFP) to retain the services of a community-based San Francisco Human Rights Commission (HRC) certified Micro-Local Business Enterprise (Proposer), to produce a comprehensive study of the construction industry to identify challenges and obstacles that affect the participation of African-American contractors on SFPUC construction programs. After the selected consultant conducts research and interviews, the selected consultant will analyze the collected data to provide a summary of findings and recommendations to increase African-American contractor participation on SFPUC construction programs.

The SFPUC anticipates awarding to the selected Proposer a twelve (12) month Agreement for a total amount not to exceed thirty-thousand dollars (\$30,000) inclusive of all reimbursable costs. Proposers responding to this RFP do so with the understanding that selected consultants will be eligible for the award but will not be guaranteed either the award of work for the not-to-exceed value of thirty-thousand dollars (\$30,000) or the award of any minimum amount of work. All costs associated with developing a response package shall be borne by the Proposer whether or not any award of contract is made. The SFPUC reserves the right to commence, close, reduce or extend Proposer services at any time in response to changing needs.

In order to pursue this RFP, Proposers must: 1) be a certified Micro-LBEs as designated by the San Francisco Human Rights Commission (HRC); 2) have proven expertise and experience in community-based research and analysis of the construction industry, including prime and sub contractors, construction managers and contractors and trade associations; and 3) must perform at least fifty percent (50%) of the contract work derived from this RFP. Proposers responding to this RFP are responsible for reviewing the full criteria for Micro-LBEs as detailed in the Local Business Enterprise and Non-Discrimination in Contracting Ordinance of San Francisco Administrative Code Chapter 14B, accessible on the web at: www.sfgov.org/site/sfhumanrights.

This opportunity for Micro-LBEs was made possible by the Local Business Enterprise and Non-Discrimination in Contracting Ordinance of San Francisco Administrative Code Chapter 14B. This Ordinance requires the City and County of San Francisco to set aside a certain percentage of contracts for completion by “Micro” businesses only. The HRC may certify as a Micro-LBE a business that has its principal place of business in San Francisco for more than six months, has gross income that does not exceed the economic threshold set by the Ordinance for the applicable industry, and has any necessary license(s). An economic threshold is the average gross receipts of the business for the last three (3) years. For Micro businesses, these thresholds are as follows:

Construction Contractors	\$7 million
Specialty Construction Contractors	\$3.5 million
Goods, Materials and Equipment Suppliers	\$3.5 million
General Services	\$3.5 million
Professional and Architect/Engineering	\$1.25 million

Trucking

\$1.75 million

To be considered eligible for the award of an Agreement, a Proposer must achieve a minimum Score of 75 points or higher during the RFP Evaluation Process (see Section VI).

Additional information pertaining to this RFP may be posted on the SFPUC Contract Administrative Bureau webpage as needed after issuance of the RFP. Proposers should therefore consult the SFPUC website (contracts.sfwater.org) 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	May 22, 2009
Pre-Submittal Conference	June 1, 2009 at 10:00 am
Deadline for Proposers to Submit Questions	June 8, 2009 by 5:00 pm PST
Deadline for Proposers to Submit Response Packages	June 23, 2009 by 1:00 pm PST
Posting of Proposer Ranking	July 15, 2009
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement	**July 29, 2009
Notice of Award	August 5, 2009

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

2. Background and Objectives

The SFPUC manages a complex water supply system that stretches from Hetch Hetchy Valley in Yosemite National Park to the San Francisco Bay Area. The transmission system is driven wholly by gravity except where local watershed treated waters are introduced. The system provides high quality water to the City and County of San Francisco as well as southern regions of the Bay Area. Approximately two-thirds of the delivered water is supplied to suburban agencies in the counties of Alameda, Santa Clara, and San Mateo, and close to one-third is used by customers in the City of San Francisco.

The transmission system (or regional system) consists of over 280 miles of pipelines, over 60 miles of tunnels, 11 reservoirs, and 5 pump stations, and 2 water treatment plants. The regional system traverses three major earthquake faults. The City distribution system (or local system) consists of a network of more than 1,250 miles of pipeline, 12 reservoirs, 9 storage tanks, 12

pump stations, 8 hydro-pneumatic stations and 12 chlorination stations, all located within the City of San Francisco.

The SFPUC is currently embarking on a number of infrastructure improvement programs for all three of the business enterprises in order to rebuild its aging water system and ensure long-term stewardship of its facilities.

The Assistant General Manager (AGM) for Infrastructure oversees the four (4) bureaus of the Infrastructure Division - Project Management Bureau (PMB), Engineering Management Bureau (EMB), Construction Management Bureau (CMB), and Program Control and Support Bureau (PCSB). Within the SFPUC, the Infrastructure Division is responsible for providing internal resources to the Water System Improvement Program (WSIP) as well as many other SFPUC capital projects not related to the WSIP. Organizational capacity and in-house staff capabilities continue to expand and increase. However, where the Infrastructure Division does not have the expertise, or chooses to supplement staff, Consultants need to be hired.

III. SCOPE OF SERVICES

1. INTRODUCTION

The SFPUC is engaged in a short and long-term effort to attract and retain a broad mix of construction contractors to support its capital construction programs. As part of this effort, the SFPUC is seeking to encourage and support efforts within various communities in San Francisco and its Hetch Hetchy Water System Service territory to expand capacity of small and emerging contractors to participate effectively in its capital construction programs.

The SFPUC is seeking a community-based consultant to conduct a comprehensive study of the construction industry including general contractors' bidding practices, contractors and trade associations, banks, insurance and bonding companies to identify challenges and obstacles that hinder the participation of African-American contractors on SFPUC construction programs. After the selected consultant conducts research and interviews, the selected consultant will analyze the collected data to provide a summary of their findings and recommendations to assist the SFPUC with its good faith efforts to increase African-American contractor participation on SFPUC construction programs. The SFPUC, in its sole discretion, may select the Consultant for all or portions of the work described below.

2. ASSESSMENT OF ACTIVITIES TO DATE

The SFPUC has undertaken certain efforts to date, including but not limited to, outreach efforts to prime and sub contractors and trade and community based organizations, marketing and ad placements, and the retention of Local Business Enterprises to assist the SFPUC with additional outreach to contractors in under-represented communities to increase the pool of participants on SFPUC construction programs.

SFPUC's assessment of current contractors' bidding practices and responses to bid packages indicates that African-American Contractors' participation has been minimal. Some of the factors affecting participation include, but are not limited to: securing financing, bonding and insurance necessary to compete as primes and subcontractors and lack of direct outreach to inform contractors about upcoming bid opportunities.

3. TASK DESCRIPTIONS & RESEARCH COMPONENTS

The following is a description of the tasks identified to complete the required assignment. As directed in Section V (Proposal) of this RFP, Proposer shall expand upon this description of work and/or add tasks to fully identify work and work products. Proposers shall include a full description of their project approach to complete the activities and components as described below:

A. Research and interview the following organizations and interested parties to identify opportunities and obstacles facing African American contractors, existing and emerging, to successfully participate in public works construction programs:

1. Other public agencies to assess their best practices in overcoming obstacles in African-American contractor participation;
2. Contractor Associations, including but not limited to: Association of General Contractors of Northern California(AGC); Engineering and Utility Contractors Association (EUCA); and other specialty contractor associations;
3. General Contractors pre-qualified to bid on SFPUC designated project categories;
4. Other Local Business Enterprises;
5. African-American contractors including those who have participated on SFPUC construction programs;
6. Banks and other lending institutions;
7. Insurance and bonding companies;
8. United States Small Business Administration (SBA);
9. San Francisco Human Rights Commission; and
10. Architectural and/or Engineering Firms.

B. Produce a Final Written Report with Recommendations:

1. Provide and present as needed a final written report with recommendations detailing research methodologies;
2. A summary of interviews with participants needs analysis, best practices; and recommendations that can be implemented by the SFPUC and/or other City Agencies involved in public works contracting that would result in increased participation of African American construction contractors bidding and performing on SFPUC's construction programs; and
3. A summary providing an assessment of the effectiveness of the SFPUC's Micro-LBEs, which have been retained by SFPUC to conduct additional contractors outreach.

IV. QUALIFICATIONS

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

To qualify for award of this Agreement, the Prime Proposer or JV Partners must demonstrate relevant expertise to successfully perform their roles and responsibilities in the scope of services described in this RFP. If a Joint Venture (JV) is responding to this RFP, all parties to the JV must be certified Micro-LBEs. Any Joint Venture (JV) responding to this RFP must clearly identify the lead partner.

To qualify as a Proposer for this RFP, a Proposer must:

- Possess a minimum of three (3) years in business performing community-based outreach and research analysis of local businesses in the construction industry and other related industries;
- Provide evidence of adequate staffing of professional and technical personnel to perform in the manner required by the SFPUC;
- Demonstrate knowledge of current construction industry and community based organizations;
- Demonstrate strong capabilities in management of multiple projects and tasks;
- Be a certified Micro-LBE at the time of responding to this RFP; and
- Perform at least 50% of the contract work derived from this RFP.

2. Subconsultants' Qualifications

As there are no sub consultant requirements on this project, if any portion of the work is subcontracted, it is critical that the Proposer clearly outlines how they will maximize the

participation of other Micro-LBE subconsultant(s) when delivering the activities cited in this RFP. Proposers will be evaluated based upon their overall Micro-LBE participation as a Proposer and if applicable, the participation of other Micro-LBE subconsultant(s).

V. PROPOSAL

1. Pre-Submittal Conference, Site Visit

Potential Proposers are encouraged to attend the pre-submittal conference scheduled for 10:00 a.m. on Monday, June 1, 2009. The conference will be held at the SFPUC offices located at 1145 Market St., 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.

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 June 8, 2009.

2. Proposal Submittal

Deliver the following items in a sealed package clearly marked “CS-988, Micro-LBE Contractor Research by [Proposer’s Name]”

- **Proposer’s Proposal:** One (1) unbound and ten (10) bound copies and one (1) CD in .pdf format of the proposal and any related information (See Section V.3);
- **HRC/Local Business Enterprise (LBE) Forms:** Please submit one (1) original and one (1) copy of HRC Attachment 5, Forms 2A, 3, 5, in a separate sealed envelope labeled, “**CS-988, Micro-LBE Contractor Research by [Proposer’s Name];**”
- **HRC/12B 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-988, Micro-LBE Contractor Research Project by [Proposer’s Name].**” (See Section V.4.A and Section IX.1.);
- **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].**” (See Sections X.11; VIII.11; X.3; and X.5, respectively.)

The package, which includes the Proposer's proposal and three (3) separately sealed envelopes, must be received at the following location ***no later than 1:00 p.m. on Tuesday, June 23, 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-988, Micro-LBE Contractor Research by [Proposer's Name]"
1155 Market Street, 9th Floor
San Francisco, CA 94103

3. Proposal Format and Content

The response package 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:

- Cover Letter
- Executive Summary
- Project Approach and Deliverables
- Micro LBE Participation
- Proposer Qualifications

The Proposer shall refer to Section V.4 (Supplemental Response Package Requirements) for additional documents (Human Rights Commission Forms) that must be prepared and submitted separately from the main response package report.

The text in the main response package report, including tables and figures, shall not exceed fifteen (15) pages (note: one double-sided page counts as two (2) pages. Organizational charts and resumes to be included as appendices will not count against the response package page limit. Proposers shall print their response package 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 response package. Proposer shall number every page of the response package, beginning with the cover letter, including pages with tables and figures.

Response packages 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 response package. The letter must include the following: 1) if the

Proposer is a JV, a statement identifying the Lead Partner; 2) a contact for all communications pertaining to the Proposer's response package (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; 5) a listing of the Proposer's hourly rates **[maximum allowable billing rate is \$220 per hour]** for Principal and proposed staff with a statement that the Proposer agrees that the Proposer's rates 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 response package's principal elements, (2) demonstrates an understanding of the SFPUC project objectives, and (3) describes the approach for carrying out the scope of services.

C. Project Approach and Coordination

It is critical that the Proposer clearly outlines how the Project Team will be organized, how it demonstrates a strong commitment to this contract, and its specific approach and methods of delivering the activities cited in this contract.

Describe the overall project approach that your team proposes to use to successfully carry out this project, including but not limited to the following:

- Approach for coordinating/managing all work activities to meet project deliverables;
- Processes/measures for controlling cost and schedule, tracking delivery/performance and maximizing resources;
- Processes for internal and external notification and community communication efforts;
- Understanding of potential constraints and how the Proposer can support the SFPUC in completing this project;
- Special expertise to be provided for the various services requested;
- Team organization, availability of individuals identified in the proposal, and proposed internal (within consulting team) and external reporting relationships;
- Approach to choosing methods of research; and
- Location(s) where the work is to be managed and location(s) where each component of the work is to be performed.

D. Micro LBE Participation

If any portion of the work is subcontracted, it is critical that the Proposer clearly outlines how they will maximize the participation of other Micro-LBE subconsultant(s) when delivering the activities cited in this RFP. Proposers will be evaluated based upon their overall Micro-LBE participation as a Proposer Micro-LBE (See 'Written Response Evaluation', Section VI.3).

E. Proposer Qualifications

Clearly demonstrate that the Proposer and subconsultants (if applicable) meet all the qualification requirements. Provide sufficient information in the response package for the Selection Panel to evaluate the Proposer's ability to successfully complete the tasks outlined in the scope of services, including, but not limited to the following:

- A description and background summary of the Proposer 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;
- Descriptions of projects similar in scope and prepared by Proposer. Include staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one (1) page for each project; and
- For JV Proposers: Please provide descriptions of projects similar in scope prepared for each JV Partner including staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one (1) page for each project.

4. Human Rights Commission Forms

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

Please submit one (1) original and one (1) copy of the above forms with your response package. The forms should be placed in a separate sealed envelope labeled "CS-988, Micro-LBE Contractor Research 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 .CS-988, Micro-LBE Contractor Research 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 response being deemed non-responsive and rejected.

VI. EVALUATION AND SELECTION CRITERIA

1. Initial Screening

SFPUC and HRC staff will review each proposal to determine if they are responsive and responsible. Proposals will be reviewed for completeness, format requirements and

responsiveness to Micro-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 be based upon the Proposer's Written Response. The Selection Panel will evaluate and score each response package in accordance with the pre-established evaluation criteria described herein (see below).

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 achieve a minimum of seventy-five (75) points on their Evaluation Score to be considered eligible for the award of an Agreement.

3. Written Response Evaluation

The Selection Panel will evaluate and score written responses using the following weighted proportions:

Evaluation Criteria	Percent
Response Package Format and Organization (Including Cover Letter and Executive Summary)	5%
Project Approach & Coordination	35%
Proposer's Qualifications	45%
Micro LBE Participation	15%
	100%

The written response scores will be tabulated and Proposers will be ranked starting with the Proposer receiving the highest score then continuing with the Proposer receiving the second highest score, and so on. The Proposer with the highest scores (equal to or greater than 75 points) will be identified as the highest-ranking Proposer eligible to proceed with the award of an Agreement.

VII. AWARD OF AN AGREEMENT

1. Agreement Preparation

The SFPUC General Manager will award an Agreement to the highest-ranked Proposer to perform the requested services. Failure by the selected Proposer to obtain compliance with City requirements and

execute an Agreement within two (2) weeks after the protest period 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 Contract Award (NCA) will be issued.

The City, in its sole discretion, has the right to approve or disapprove any staff person assigned to a firm's projects before and throughout the contract term. The City reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables.

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 B.)

3. Agreement Administration

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

The successful Proposer is hereby notified that work cannot commence until it receives a written Notice To Proceed 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 June 8, 2009. 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 June 8, 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 Andrew Houston of HRC Contract Compliance Officer for the SFPUC at (415) 551-4335.

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

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

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

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

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.

1. Chapter 14B. Requirements

a. Prime Micro LBE Participation

Only HRC-certified Micro-LBEs are eligible to submit response packages. The Proposer must perform at least 50% of the work or the response will be deemed non-responsive.

b. HRC Forms to be Submitted with Response Package

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

(2) Please submit only two copies of the above forms with your response package. The forms should be placed in a separate, sealed envelope labeled HRC Forms.

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

Proposers must submit one (1) original and one (1) copy of the above forms with their response package. The forms should be submitted in a separate, sealed envelope labeled "HRC/LBE Forms - CS-988, Micro-LBE Contractor Research Project by [Proposer's Name]."

If you have any questions concerning the HRC forms, you may call Andrew Houston, the HRC Contract Compliance Officer for the SFPUC, at (415) 551-4335.

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-988, Micro-LBE Contractor Research 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.

Professional liability insurance is not required under this scope of services.

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, the San Francisco Public Utilities Commission, and their respective 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, the San Francisco Public Utilities Commission, and their respective officers, agents and employees and the Contractor listed as additional insureds.

2. Standard Agreement

The selected Proposer will be required to enter into an Agreement substantially in the form of the Agreement for Professional Services attached hereto as Appendix B. Submission of a response shall indicate the 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 weeks after the protest period may result in a new request to the General Manager to award the Agreement to the next highest ranked Proposer(s). 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 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-988, Micro-LBE Contractor Research Project by [Proposer's Name]"
1155 Market Street, 9th Floor
San Francisco, CA 94103