



**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
POWER ENTERPRISE DIVISION**

Request for Proposals

AGREEMENT No. CS-115

Marketing Services for CleanPowerSF Program

JANUARY 22, 2010

**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

Power Enterprise Division

CleanPowerSF

Agreement No. CS - 115

Marketing, Advertising, Education and Outreach Services

Table of Contents

	<u>PAGE</u>
I. INTRODUCTION	4
II. BACKGROUND	5
III. SCOPE OF SERVICES	7
IV. QUALIFICATIONS	10
V. PROPOSAL	12
VI. EVALUATION AND SELECTION CRITERIA	20
VII. AWARD OF AN AGREEMENT	22
VIII. TERMS AND CONDITIONS	23
IX. HUMAN RIGHTS COMMISSION (HRC) REQUIREMENTS	27
X. ADDITIONAL CITY REQUIREMENTS	30
XI. PROTEST PROCEDURES	34

Appendices:

- A. Professional Services Proposal Checklist
- B. Project Fee 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

AAR	Alternative Analysis Report
AGM	Assistant General Manager
CCA	Community Choice Aggregation
CPI	Consumer Price Index
CPM	Critical Path Method
EIC	Earned Income Credit
ESP	Energy Service Provider
FSHP	First Source Hiring Program
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
NTP	Notice to Proceed
ODC	Other Direct Cost
PCSB	Program Controls and Support Bureau
PFS	Project Fee Schedule
PMB	Program Management Bureau
QA/QC	Quality Assurance/Quality Control
RFC	Request for Clarification
RFI	Request for Information
RFP	Request for Proposals
SFPUC	San Francisco Public Utilities Commission
TPC	Total Project Cost

I. INTRODUCTION

1. Summary

The SFPUC, a department of the City, seeks to retain the services of a qualified Proposer to assist the SFPUC with marketing, advertising, education and outreach services for the City's Community Choice Aggregation Program (CCA) CleanPowerSF e.g. educating customers, promoting CleanPowerSF and supporting customer retention. The Proposer may also be called upon to provide other related outreach services during the term of the Professional Services Agreement (Agreement). Such services could include overall strategic advice e.g. advising the CCSF how to counter negative campaigns against CleanPowerSF and other specialized services at the discretion of the SFPUC. The term Proposer shall refer to any legal entity(ies) submitting a proposal in response to this Request for Proposals (RFP).

Proposers responding to this RFP must have proven expertise and extensive experience in marketing, advertising, education and outreach services e.g. targeting residential and commercial customers and countering negative campaigns.

The SFPUC anticipates awarding to the selected Proposer a twenty (20) month time and materials Agreement for a total amount not to exceed \$600,000 inclusive of all reimbursable costs. Subject to the not-to-exceed limit, the SFPUC reserves the right to commence, close, reduce or extend Proposer services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term for up to a total of one (1) years (or 12 months) and to increase the value of the agreement

Please take notice: By participating in this competitive process, Proposer agrees that any agreement resulting from this process may be utilized by other public entities to procure the commodities and/or services on the same terms.

It should also be noted that the Task Descriptions (see Section V.3.D) and the Project Fee Schedule's (PFS) 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 (see Appendix C) as the applicable scope of services and billing rates, respectively. The terms of the Agreement, including the Project Fee rate and billing rates listed in the submitted PFS will not be negotiable.

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	January 22, 2010
Pre-Submittal Conference	February 1, 2010
Deadline for Proposers to Submit Questions	February 4, 2010
Deadline for Proposers to Submit Proposals	February 11, 2010
Short-Listing and Notification for Oral Interviews	February 19, 2010
Oral Interviews	February 25, 2010
Posting of Proposer Ranking	February 26, 2010
Public Utilities Commission Authorization to Execute Agreement	March 9, 2010
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement**	March 11, 2010
Notice of Award of Agreement	March 23, 2010

** Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within the time schedule stated to execute the Agreement may result in the General Manager's executing an Agreement with the next highest ranked Proposer.

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. CleanPowerSF – CCSF's Community Choice Aggregation Program

A. CleanPowerSF History and Background

Community Choice Aggregation (CCA) is a program enabled under a 2002 State law authored by then-Assemblywoman Carole Migden of San Francisco in response to California's energy crisis. Under CCA, the City and County of San Francisco would become the electricity purchaser for residents and businesses currently served by PG&E. PG&E would continue to provide electricity transmission and distribution services, as well as meter-reading and customer billing. Customers who do not wish to participate in the City's CCA program will be able to opt-out and remain full customers of PG&E.

CCA presents significant opportunities for the City to increase its use of renewable energy and stabilize energy prices.

In February 2004, City and County Ordinance 086-04 established a San Francisco CCA program, and directed SFPUC and San Francisco Environment to draft an implementation plan. The ordinance was signed by Mayor Newsom in May 2004. It laid out a path to ensure "the provision of clean, reasonably priced and reliable electricity" under local control.

In June 2007, the Board of Supervisors passed Ordinances 146-07 and 147-07 to adopt a CCA governance structure and to adopt a program description, revenue bond plan and draft implementation plan superseding an earlier draft implementation plan released by SFPUC and SFE in 2005.

B. CleanPowerSF Program Timeline and Milestones

In 2010, CleanPowerSF will select an energy service provider (ESP) by concluding negotiations and signing a contract with a lead proposer. San Francisco, through the CleanPowerSF Program, will then begin providing electricity to San Francisco's residential and commercial customers. The SFPUC has already issued an RFP for an ESP. Responses were due December 29, 2009. Negotiations are anticipated to begin in February 2010 with a lead proposer. The negotiated

contract must then be awarded by the PUC Commission, and obtain any other required City approvals.

Once all of the terms and the conditions of service have been determined, San Francisco can begin notifying customers before it becomes their energy provider. CCSF must issue two opt-out notices prior to startup and two afterwards.

C. Program Goals and Targets

The targets of CleanPowerSF are to:

1. Meet 40% of San Francisco's energy needs from a combination of local and renewable sources by 2012;
2. Ensure that 51% of electric energy is sourced from renewable sources by 2017;
3. Increase local control of power generation; and
4. Ensure long-term rate stability.

3. Project Background and Objectives

CleanPowerSF will make CCSF the default energy provider for residential and commercial customers (CCSF is already the provider for municipal customers and Treasure Island Customers). PG&E will continue to distribute this power except on Treasure Island and in the Hunters Point/Bayview Redevelopment Area. Immediately before and then immediately after program implementation, CCSF must send opt-out notices to all of its new customers allowing them to opt-out of the CleanPowerSF program and to remain electric supply customers of PG&E. Marketing, advertising, education and outreach services are needed to inform customers about the program and its benefits and to support customer retention.

III. SCOPE OF SERVICES

1. Introduction

The SFPUC Communications Division has developed the scope of services for this RFP. The primary role of the selected Proposer will be to provide marketing, advertising, education and outreach services. The selected Proposer will work under the direction of the SFPUC Communications Division, coordinating all activities with the designated Communications Manager for the Power Enterprise.

2. Schedule

The project may extend over 20 months. The SFPUC reserves the right to commence, close, reduce or extend Proposer services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term for up to a total of one (1) years (or 12 months) and increase the value of the agreement .

Proposers must structure their proposal timeline over the course of approximately 120 days. Starting with the date when CleanPowerSF becomes the default energy provider of the CCSF, the

SFPUC must send out opt-out notices approximately 60 days prior to this changeover. Another notice must be sent out approximately 30 days prior. Then another opt-out notice must be sent out approximately 30 days after changeover, and again, approximately 60 days after changeover. The bulk of the advertising program takes place in this window. With as much prior notice as possible, the Proposer must begin implementing the program approximately 60 days prior to the changeover.

Proposers shall predicate their proposal on these schedule constraints (see Section V.3.E).

3. General Description of Services

This RFP solicits the services of a Proposer to provide marketing, advertising, education and outreach services. This RFP solicits the services of a Proposer to (1) educate customers about CleanPowerSF, what is CCA, what it means to energy consumers in San Francisco and how it will benefit them; (2) market and advertise CleanPowerSF to retain customers; (3) develop and execute strategies to respond to any negative campaigns targeting CleanPowerSF; and (4) respond to public questions bills and other customer service oriented inquiries.

The work to be performed and responsibilities to be assumed by SFPUC and/or City staff is as follows:

- Oversee marketing consulting firm/team
- Approve all work products and plans of the marketing consulting firm/team
- Serve as liaison between marketing team/firm and SFPUC staff and relevant commissions

The primary role of the Proposer will be to provide marketing, advertising, education and outreach services including - but not limited to - the following, as described in Section III.4, below:

- Task 1. Review background information;
- Task 2. The overall development and implementation of a multi-prong plan to advertise CleanPowerSF and educate energy customers about the program and its benefits;
- Task 3. Provide public education and informational outreach (including opt-out notices) leading up to, through and after the switchover of energy providers;
- Task 4. Undertake marketing and customer education to maximize customer retention; and
- Task 5. Respond to any negative campaigns targeting CleanPowerSF

4. Detailed Description of Tasks

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. The tasks enumerated below are related components that together will form the implemented action plan/program.

The SFPUC will review and approve all work products before they are sent out to the public. A review committee will be created comprised of the Communications Manager, the CleanPowerSF Program Director, the Communications Director and one other TBD individual. All draft work products must be delivered via e-mail and hard copy where possible. Final approval is given for each particular product when the Communication Manager e-mails Proposer with approval.

Task 1: Review Background Information

This task shall include the review of relevant project documents. At a minimum, the Proposer shall review the following:

- State Legislature Laws affecting CCA;
- Local Ordinances affecting CCA in the CCSF;
- Internal SFPUC Research Documents;
- News articles written about CCA proposals in California;
- Reports and Analysis documents issued by CCSF, Marin County, the MEA and PG&E;
- The agreement between the SFPUC and it's selected energy provider; and
- Local ordinances governing CCSF issued/sponsored mail and other correspondence.

Task 2: Development and Implementation of Multi-Prong Plan to Advertise and Educate Energy Customers

Draft and implement a master plan that simultaneously advertises and educates the public about the CleanPowerSF Program. This plan should include, but is not limited to, tasks 2-5 and the items listed immediately below:

- Project Team organization and responsibility;
- Budget for entire program and project;
- Timeline for entire program and all of its work products;
- Strategy and implementation to provide Chinese and Spanish bilingual/translation services for each component of the plan; and
- List of tasks, corresponding staff, corresponding sub-vendors and budget.

Task 3: Provide Public Education and Informational Outreach Leading Up to, Through and After the Switchover of Energy Providers

Incorporate and implement a customer service oriented plan into the master plan. Customers will have questions about their new energy provider, about the program and other related details. The City needs to be equipped to handle these questions. This task includes, but is not limited to:

- Strategy and implementation of public education program; and
- Strategy and implementation of customer response program that includes a process to issue opt-out notices.

Task 4: Undertake Marketing and Customer Education to Maximize Customer Retention

The focus of the marketing, advertising, education and outreach program is to retain customers. The Proposer should detail out how they will accomplish this goal in the master plan. Some of these details will include, but are not limited to:

- Strategy and implementation of marketing/advertising effort to retain customers;
- Strategy and implementation of potential grassroots campaign (door-to-door and neighborhood-to-neighborhood) to persuade residential customers to remain in the program; and
- Strategy and implementation of potential grassroots campaign (business-to-business) to persuade businesses and large-scale consumers to remain in the program.

Task 5: Respond to any Negative Campaigns Targeting CleanPowerSF

One of the proposer's main tasks is to counter any negative campaign against CleanPowerSF. Accordingly, the proposer must detail in the master plan:

- Develop and implement strategies to counter any negative campaigns targeting CleanPowerSF.

Deliverables for Tasks 1-5 Include, but are not Limited to:

- Draft Master Plan, e-mailed to program manager, within 1 week from NTP;
- Final Master Plan incorporating all of the tasks and components listed above, e-mailed to program manager, within 2 weeks from NTP; and
- All drafts and final copies of media produced; this would include, but is not limited to websites, fliers, TV advertisements, direct mail pieces, newspaper ads, banners, signs, other collateral material and any other advertising/marketing material produced to promote CleanPowerSF.

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).

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

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

- A minimum of ten years' experience in performing marketing, advertising, education and outreach services;
- Ability to design and produce direct mail pieces, TV advertisements, newspaper ads, grassroots fliers, signs, banners and other collateral materials;
- Past experience managing three (3) or more similar marketing, advertising, education and outreach campaigns with budgets equal to or exceeding \$500,000;
- Past experience managing mail programs where the mailing universe equals or exceeds 100,000 targets;
- Past experience managing television advertising campaigns where the total budget for advertising and production of commercials exceeds \$60,000;
- Past experience managing door-to-door, grassroots outreach programs: and

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

- A minimum of 5 years' experience in performing marketing, advertising, education and outreach services;
- Either a minimum of five (5) years experience in managing grassroots (door-to-door) campaigns; or past experience managing mail programs where the mailing universe equals or exceed 50,000 targets; or past experience managing television advertising campaigns where the total budget for advertising and production of commercials exceeds \$40,000; and
- Key technical and non-technical staff should be capable of attending meetings in person at the SFPUC headquarters in San Francisco on a weekly basis.

2. Subconsultant Qualifications

To qualify as a Subconsultant that will provide technical services described in this RFP, the Subconsultant(s) must possess the following:

- A minimum of five (5) years' experience in designing or producing direct mail pieces, or newspaper advertisements; or TV commercials; or other advertising/marketing materials.

V. PROPOSAL

1. Pre-Submittal Conference and Requests for Information

The pre-submittal conference is scheduled for February 1, 2010 at 10:00 am. The conference will be held at 1155 Market Street, 6th 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 Kofo Domingo 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 February 4, 2010.

2. Proposal Submittal

Deliver the following items in a sealed package clearly marked **Agreement No. CS-115, Marketing Services for the CleanPowerSF Program**:

- Proposer's Proposal: Eight (8) CDs in .pdf format of the proposal and any related information in a separate sealed envelope labeled **"Proposals - CS-115 Marketing Services for CleanPowerSF Program by [Proposer's name]"** (See Section V.3);
- Project Fee Schedule: Two (2) CDs in Microsoft Excel format of the PFS in a separate sealed envelope labeled **"Project Fee Schedule - CS-115 Marketing Services for CleanPowerSF Program by [Proposer's name]"** (See Section V.4.B);
- HRC/Local Business Enterprise (LBE) Forms: Two (2) CDs of the HRC Attachment 2 forms in a separate sealed envelope labeled **"HRC/LBE Forms - CS-115 Marketing Services for CleanPowerSF Program by [Proposer's Name.]"** (See Section V.4.A and Section IX.1.c.);
- HRC/12B & 12C Form: Two (2) CDs of HRC form (Form No. 12B-101) in a separate sealed envelope labeled **"HRC/12B Forms - CS-115 Marketing Services for CleanPowerSF Program by [Proposer's Name.]"** (See Section V.4.A and Section IX.2)
- First Source Hiring Program Certification Form: Two (2) CDs 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) CD 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 separately sealed envelopes, must be received at the following location no later than 12:00 p.m. on February 11, 2010. 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: Kofo Domingo
RE: CS-115 Marketing Services for CleanPowerSF Program
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. Work Approach
- D. Task Descriptions
- E. Project Fee Schedule
- F. Project Team Organization and Availability
- G. Proposer Qualifications
- H. Key Team Member Qualifications
- I. References
- Exhibit A - Organizational Chart
- Exhibit B – Key Team Members Resumes

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

The text in the main proposal report, including tables and figures, shall not exceed 100 pages. The Task Description section of the proposal (see Section V.3.D) as well as organizational charts, and resumes as appendices will not count against the proposal page limit. Proposers shall use a

minimum font of 10 pts with minimum margins of 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 and Project Fee rate listed on the PFS 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 the SFPUC project objectives, and (3) describes the approach for carrying out the scope of services.

C. Work Approach

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

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities to meet project milestones and deliverable due dates;
- Special expertise to be provided for the various services requested; and
- Team organization, availability of individuals identified in the proposal, and proposed internal (within consulting team) and external (including SFPUC and other City Departments) reporting relationships.

D. Task Descriptions

Confirm, expand and/or detail the tasks outlined in the scope of services of this RFP (see Section III.4), and provide detailed descriptions of how the Proposer proposes to execute the work associated with each task. The more detailed descriptions to be provided by Proposer shall not in any way lessen or eliminate any of the work elements outlined in this RFP. The detailed task descriptions provided by the selected Proposer will constitute the scope of services section of the Agreement. The task descriptions to be provided as part of the proposal should therefore be detailed enough to clearly identify the work to be performed under each task. The detailed task descriptions should specifically address the Proposer's approach to the key work described below:

- Approach to messaging for each different component of the plan; public education, customer information and response, and marketing and advertising;
- Approach to timeline of each specific component of the plan; and
- Identify appropriate mediums to deliver key messages.

The Proposer may suggest additional tasks to facilitate a quality product serving the project. The Proposer shall not however include any additional tasks in the PFS to be submitted as part of the proposal.

The description provided for each task (i.e., tasks outlined in Section III.4 and additional tasks proposed by Proposer) shall include as appropriate the following information:

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

E. Project Schedule

The project schedule developed by the Proposer shall meet the timeline outlined in Section III.2. The schedule provided by the selected Proposer will become part of the Agreement.

F. Project Team Organization and Availability

It is critical that the Proposer clearly outlines how the Project Team will be organized and demonstrates a strong commitment to this project. Proposer should provide an Organizational Chart that illustrates the team structure and resumes of all Key Team Members in Exhibits A and B of the Proposal, respectively. Also, provide the specific percentage of their work time, each Key Team Member will spend on the project and confirm their availability throughout the project duration.

G. Proposer Qualifications

Clearly demonstrate that the Prime Proposer (or JV Partner), Non-Leading JV Partner (if applicable), and Subconsultants meet all the qualification requirements outlined in Section IV.1 and Section IV.2. Provide sufficient information in the proposal 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 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.

- 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.
- A list of successful marketing, advertising, education and outreach campaigns. For Prime Proposers or JV Partners, at least 3 of these campaigns must have had budgets equaling or exceeding \$500,000;
- A description of three (3) projects similar in size and scope previously performed by the Prime Proposer or JV Partners. If a JV, each JV Partner shall provide at least three (3) project description demonstrating their experience relevant to their specifically defined responsibility, and similarity/relevance. Project descriptions shall be limited to one (1) page for each project. The description shall include:
 - Project scope summary;
 - Proposer's role and responsibilities in the project;
 - Proposer staff members who worked on the project;
 - Client name, reference and telephone numbers;
 - Dates when the project was performed;
 - Project costs; and
 - Proposer's performance on delivering the project on schedule and on budget.

H. Key Team Members; Resumes

Clearly demonstrate that the key team members proposed by the Proposer meet all the qualification requirements outlined in Sections IV.1 and IV.2. Provide resumes in Exhibit B to contain sufficient information in the proposal for the Selection Panel to evaluate the ability and experience of each key team member to successfully fulfill their roles, and complete the scope of services.

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.

I. References

References will be considered as part of the evaluation of written proposals. The SFPUC will utilize the references included in Proposers' proposals to verify Proposers' and their employees' and Subconsultants' qualifications and ability to successfully perform the services requested under this RFP.

Provide the names and contact information of three (3) references knowledgeable about the work of the Prime Proposer (or each JV Partner) on projects with a scope of work most similar to this project and completed within the past ten (10) years. Include name, title, company, address, telephone number, fax number and e-mail address. All contact information must be current as of

proposal submittal date. As part of the submittal package, Proposers must sign and return the Release of Liability (waiver required for reference checks). (See Appendix I.) Proposers should note that a failure to provide a properly executed waiver for 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 reference portion of the evaluation.

The SFPUC will not be responsible for non-responsive references or references with incorrect contact information. A reference will be found non-responsive if the Proposer's information cannot be verified by a reference within seven (7) calendar days of first contact attempt by SFPUC staff. The SFPUC may, at its discretion, make contact with individuals, entities or firms provided in all or some of the references and will apply the same reference checking criteria to all proposers.

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 - Resumes

[See above section "V.3.H. Key Team Members' Qualifications; Resumes" for the components of Exhibit B to the proposal.]

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 two (2) CDs of the above forms with your proposal. The CDs should be placed in a separate sealed envelope labeled **"HRC/LBE Forms - CS-115 Marketing Services for CleanPowerSF Program by [Proposer's Name.]"** and delivered with the proposal package.

Two (2) CDs of the HRC/12B form (Form No. 12B-101) must be submitted in a separate sealed envelope labeled **"HRC/12B Forms - CS-115 Marketing Services for CleanPowerSF Program 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. Project Fee Schedule

Two (2) CDs compatible with Microsoft Excel of the Project Fee Schedule must be submitted in a separate sealed envelope labeled **“Project Fee Schedule - CS-115 Marketing Services for CleanPowerSF Program by [Proposer’s Name.]”** and delivered with the proposal package.

(i) Project Fee Schedule Components

Proposers must use the form provided in Appendix B to prepare their Project Fee Schedule. The Project Fee Schedule must include hourly rate breakdown (including base hourly rate and billing rate) for each staff classification for the Prime Proposer, (or JV Partners), all Subconsultants and special experts. The firm’s overhead & profit rate must also be listed in the Project Fee Schedule. **Only one overhead & 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.

(ii) Project Fee Schedule Requirements

Proposers are required to complete the attached Project Fee Schedule (see Appendix B).

Only one effective overhead & profit rate can be used for each firm listed in the Project Fee Schedule. Based on the information provided in the Project Fee Schedule, an Effective project overhead & profit rate will be calculated by dividing the Total Actual Labor Cost by the Total Base Labor Cost. The Effective overhead & profit rate is essentially a weighted average of the overhead & profit rate proposed for each firm listed as part of the Proposer’s team. The Effective overhead & profit rate shall not exceed 3.20. The maximum billing rate is \$220/hour.

The Proposer’s billing rates and Effective overhead & profit rate provided in the Project Fee Schedule will be non-negotiable during the Agreement award process and the duration of the Agreement. The Effective overhead & profit rate will apply to the billing rate of all individuals not listed in the Project Fee Schedule (i.e., substitute staff and staff assigned later). The Effective overhead & profit rate will also apply to all amendments to the Agreement.

The Proposer may be required to provide certified payroll records documenting the actual salaries of all individuals who will be added to the project. The Proposer should note that the City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Proposer. Individuals listed in the Project Fee Schedule and for whom resumes and qualifications have been submitted as part of the proposal are expected to be provided to the project team.

The Proposer 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 firms' proposed overhead rate (including salary burden and fringe benefits) and proposed profit rate. The Effective overhead & profit rate shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses. The Effective overhead & profit rate shall apply to all proposed staff and substituted or new or added 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.

Everything not listed above is not eligible for reimbursement and therefore should be included in the Proposer's Effective overhead & profit rate 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.

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, verifiable references, 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 two phases - Written Proposal, and Panel Interview. The points allocated for each phase of the evaluation are seventy (70) points for the written proposal phase, and thirty (30) points for the oral interview phase.

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 forty-two (42) 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 forty-two (42) points or sixty percent (60%) on the written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top four (4) ranked Proposers will be short listed to continue on with oral interviews.

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
Work Approach and Task Description (Including the level of effort)	V.3.C, V.3.D, Appendix C	25
Project Team Organization and Availability	V.3.F, Exhibit A	10
Proposer Qualifications	V.3.G, Exhibit B	15
Key Team Members Qualifications	V.3.H	10
References	V.3.I	5
		70

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 may hold oral interviews with the short-listed Proposers. The SFPUC will send a letter to all short-listed Proposers regarding the format of the interview, the scoring criteria to be used during the interview and the composition of the Proposer team to participate in the interview.

The 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.

6. Tabulating Final Scores

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

1. Written Proposal	70 pts
2. Oral Interview	30 pts
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 Proposer with the highest total score 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 highest-ranked Proposer to perform the requested services. The terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted Project Fee Schedule will not be negotiable.

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

3. Agreement Administration

Performance of services may be executed in phases. The program 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 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 Kofo Domingo at rfp@sfgwater.org prior to February 2, 2010. 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 Kofo Domingo 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 February 2, 2010.

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.sfgwater.org>.

Direct all inquiries (other than inquiries at the pre-proposal conference) concerning administration of this RFP to Kofo Domingo at rfp@sfgwater.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, the 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.sfgwater.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.sfgwater.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 – 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 subcontractor participation goal for this Contract is **15%**.

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

8 % MBE; 4 % WBE; 3 % OBE.

Bidders are further advised that they may not discriminate in the selection of subconsultants on the basis of race, gender, or any 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% discount to an LBE; or a joint venture between or among LBEs; or

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

If applying for a rating discount 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 Andrew Houston at (415) 551-4335.

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 two (2) CDs of the above forms with their proposal. The forms should be submitted in a separate, sealed envelope labeled "HRC/LBE Forms – CS-115 Marketing Services for CleanPowerSF Program 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: Two CDs of HRC form (Form No. 12B-101) in a separate sealed envelope labeled **“HRC/12B Forms - CS-115 Marketing Services for CleanPowerSF Program 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

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

1. Worker’s Compensation Insurance, including Employer’s Liability limits not less than \$1,000,000 each accident, injury or illness.
2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate 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.

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

5. Name as Additional Insured the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents and employees;
6. 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; and
7. Approval of Contractor’s insurance by the City will not relieve or decrease the liability of Contractor under this Agreement. The City reserves the right to require an increase in insurance coverage in the event the City determines that conditions show cause for an increase.

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

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

Should any of the required insurance be provided under a claims-made form, Proposer shall maintain such coverage continuously throughout the term of 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.

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

Should any required insurance lapse during the term of 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.

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

If a subcontractor will be used to complete any portion of this agreement, the Proposer 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 Proposer 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 (§23 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

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: Kofo Domingo
RE: CS-115 Marketing Services for CleanPowerSF Program
1155 Market Street, 9th Floor
San Francisco, CA 94103