



**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
EXTERNAL AFFAIRS**

Request for Qualifications

Agreement No. CS-291 (Addendum 3) As-Needed Strategic & Technical Communications and Public Outreach Services

Date: September 17, 2013

**Contract Administration Bureau
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
525 Golden Gate Avenue, 8th Floor
San Francisco, California 94102**

REQUEST FOR QUALIFICATIONS
CITY & COUNTY OF SAN FRANCISCO
SAN FRANCISCO PUBLIC UTILITIES COMMISSION

External Affairs Bureau

Agreement No. CS – 291 – Addendum 3

**As Needed Strategic & Technical
Communications and Public Outreach Services**

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Acronyms and Abbreviations

ANSI	American National Standards Institute
CB	Community Benefits
CBSIP	Central Bayside System Improvement Project
CMD	Contract Monitoring Division
CSD	combined sewer discharge
EJ	Environmental Justice
FSHP	First Source Hiring Program
HCAO	Health Care Accountability Ordinance
HHWP	Hetch Hetchy Water and Power
HRC	San Francisco Human Rights Commission
JV	Joint Venture
LBE	Local Business Enterprise
MCO	Minimum Compensation Ordinance
MGD	millions of gallons (of water) per day
NERC	North American Electric Reliability Council
OSHA	Occupational Safety and Health Administration
PMC	Program Management Consultant
PSC	Professional Services Contracts
RFQ	Request for Qualification
SSIP	Sewer System Improvement Program
SFPUC	San Francisco Public Utilities Commission
SOQ	Statement of Qualifications
WWE	Wastewater Enterprise

I. INTRODUCTION

1. Summary

The SFPUC, a department of the City, seeks to receive Statements of Qualifications (“SOQs”) from qualified firms, teams or joint ventures to provide as-needed strategic and/or technical communication and public outreach services for the SFPUC Communications Division with an emphasis on Sewer System Improvement Program (SSIP) communication services. Proposers with relevant experience and qualifications in one or more of the task categories set forth in Section III, Scope of Services, of this RFQ are encouraged to submit SOQs to enter into a pre-qualified pool of Consultants. The term Proposer shall refer to any legal entity(ies) submitting a SOQ in response to this Request for Qualifications (RFQ).

Proposers pre-qualified under this RFQ will be entered into a pre-qualified pool and remain eligible for consideration and contract negotiation on an as-needed basis. Once a Proposer has been pre-qualified, the Proposer’s pre-qualification shall be valid for no more than three years following the date of their initial pre-qualification; at which time, the SFPUC will re-evaluate the Proposer’s qualifications to determine their continued eligibility. **After the initial establishment of the Pool, the SFPUC will continue to accept qualifications and conduct evaluations with consistent criteria on a rolling basis until the expiration of the Pool on December 31, 2021.** Review of the Pool will also be conducted every six months or upon need during the eligibility period.

The earlier a Proposer responds and is accepted into the Pool, the longer they may be qualified for professional services contracting opportunities for this RFQ, although the City makes no guarantee regarding the amount of work to be contracted. Actual contract periods and amounts will vary depending upon the as-needed strategic and/or technical communication and public outreach services needed. **SELECTED PROPOSERS PLACED IN A POOL ARE NOT GUARANTEED A CONTRACT.** The Pool may be used by the SFPUC, at its sole and absolute discretion. SFPUC retains the right to terminate the Pool at any time.

2. Tentative Schedule

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

Advertisement of RFQ	September 17, 2013
Pre-Submittal Conference	September 30, 2013
Deadline for Proposers to Submit Questions	October 3, 2013
Deadline for Proposers to Submit Qualifications (Phase I)	October 15, 2013
Posting of Phase 1 Pre-Qualification List	October 29, 2013

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 (3) other Bay Area Counties, and hydroelectric power for San Francisco's municipal operations. The SFPUC supplies drinking water to 2.6 million customers in the four (4) Bay Area counties of Alameda, Santa Clara, San Mateo, and San Francisco. Headquartered at 525 Golden Gate Avenue in San Francisco, the SFPUC has approximately 2,300 employees with a combined annual operating budget of over \$700 million.

The mission of the SFPUC is to:

- 1) 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;
- 2) Protect public health, public safety, and the environment by providing reliable and efficient collection, treatment, and disposal of San Francisco's wastewater;
- 3) Conduct its business affairs in a manner that promotes efficiency, minimizes waste, and ensures ratepayers' confidence; and
- 4) Promote diversity and the health, safety, and professional development of its employees.

The SFPUC is comprised of three (3) separate, revenue-generating 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 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 for San Francisco municipal customers. The *SFPUC Wastewater Enterprise (WWE)* is responsible for managing the collection, treatment, and disposal of San Francisco's wastewater and stormwater runoff through its combined sewer system.

a. Commission Policies

The San Francisco Public Utilities Commission consists of five members, nominated by the Mayor and approved by the Board of Supervisors. Their responsibility is to provide operational oversight in areas such as rates and charges for services, approval of contracts, and organizational policy. The Commission meets on the second and fourth Tuesdays of each month. The meetings are held in City Hall, Room 400, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102. They are scheduled to begin at 1:30 p.m., unless otherwise noticed.

The SFPUC has adopted several policies that reflect the agency's commitment to sustainability, environmental stewardship, community benefits, and environmental justice. The Proposer will need to comply with and advance the following policies:

i. Sustainability Plan and Program

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

ii. Environmental Justice Policy

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

iii. Community Benefits Policy

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

2. SFPUC Communications Division

The Communications Division is a unit within the External Affairs bureau and advances the goals of the SFPUC by engaging diverse internal and external audiences. The Communications Division supports the agency's communication and public outreach efforts for the Water, Power and Wastewater enterprises in conjunction with the Business Services and Infrastructure divisions.

III. SCOPE OF SERVICES

1. Introduction

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all services that may be required or desired. Consultants will work under the direction of the SFPUC Communications Director and communications team.

All communication materials and collaterals that include, but is not limited to, plans, graphics, and illustrations developed by the Consultant(s) for the SFPUC are the property of the SFPUC, and the Consultant(s) must provide the files and materials in their original and finalized format, along with any and all related supplemental media, to the SFPUC.

Proposers must indicate the task categories for which they would like to be considered by submitting separate Statements of Qualifications for each task category (see III.2 Task

Categories). A Pool of pre-qualified as-needed consultants will be established for each of the task categories described below. Proposers may submit qualifications for any or all task categories. The SFPUC encourages Proposers to respond to as many task categories for which they meet or exceed the minimum qualifications as described in this RFQ. In addition, each Proposer should focus its efforts on the task category for which it has a demonstrated expertise or particular specialty. Responses to task categories where expertise has not been developed and cannot be clearly demonstrated, as described in the minimum qualifications section of this RFQ, will be considered non-responsive for that specific task category, and the Proposer will not be eligible for placement in a Pool as pre-qualified for that specific task category. Proposers deemed ineligible for a task category may reapply under that task category after 6 months from the date deemed ineligible.

Services provided by the successful consultant(s) are intended to augment the City's workforce, by providing the necessary as-needed strategic and technical communication services; and, where needed, by meeting peak workload demands through supplementary services. The Communications Director, or its designee, reserves the discretion and authority to affect the initiation, augmentation, alteration, or cessation of specific services and tasks. Consultants will be expected to develop their own estimates for each specified task, and to identify additional tasks and hours in the Proposer's proposal prior to commencing work on the requested task(s).

2. Overview of Task Categories

A. Strategic Communication Services

- i. Strategic Communications Plan
- ii. External Stakeholder Engagement Plan
- iii. Internal Stakeholder Engagement Plan
- iv. Strategic Messaging, Public Education and Communication Collateral
- v. Event Planning and Logistical Support
- vi. Training/Meeting Facilitation
- vii. Emergency Communications Protocol
- viii. Construction Communications

B. Innovative Engagement Services

- i. Innovative Engagement Tools
- ii. Social Media and Online Analytics
- iii. Online Website Development Tools

C. Participatory Planning Services

D. Marketing Campaigns

- i. Public Awareness Campaigns
- ii. Advertising

E. Grassroots/Constituency Based Services

F. Educational Program and Curriculum Development

G. Focus Groups/Opinion Surveys/Research

H. Translation and Interpretive Services

I. Photography/Video/Recording Services

J. Specialized Communication Services

- i. Graphic Design Services

- ii. Printing Services
- iii. Mailing Services

K. General Communication Services

- i. Writing Services including Framing Documents, Case Studies, et al
- ii. Community Outreach/Public Relations Tracking
- iii. Copyediting, Review and Translation of Technical Documents
- iv. Meeting Facilitation
- v. Event Planning and Coordination
- vi. Presentation Development

3. Detailed Description of Tasks – See Appendix D: Scope of Services & Minimum Qualifications Chart

4. General Obligations

All documents generated by the Proposer as part of this project shall be in conformance with SFPUC standards and formats. For example, specification sections shall be prepared in accordance with the SFPUC branding and collateral guidelines or those guidelines related to specific enterprises or programs. All deliverables shall be submitted, depending on their type, separately in draft and final document format. Final documents shall be inclusive of all comments and/or issues raised during the review of draft documents.

All draft and final deliverables shall be submitted as specified by the SFPUC staff. All digital deliverables shall be in the latest version of the applicable software or applicable to SFPUC latest applicable software.

5. Consultant Selection Process

Pre-qualified firms may be selected to participate in potential contract negotiations with the SFPUC on an as-needed basis. **PLACEMENT OF A PROPOSER IN THE PRE-QUALIFIED AS-NEEDED POOL DOES NOT GUARANTEE THAT THE PROPOSER WILL BE AWARDED A FUTURE CONTRACT FOR PROFESSIONAL SERVICES.**

Consistent with Chapter 21.4(c) of the San Francisco Administrative Code, it is the SFPUC's intent to create a pre-qualified Pool from which the SFPUC will solicit a request for letter proposal(s) and/or request for quote(s) to the pre-qualified pool and select the Proposer(s) based on an assessment of the qualifications or quote(s) submitted by the Pool.

The selection of any pre-qualified Proposers for contract negotiation shall not imply acceptance by the SFPUC of all terms of the response, which may be subject to further negotiation and approvals before the SFPUC may be legally bound thereby.

If a satisfactory contract cannot be negotiated in a reasonable time with any pre-qualified Proposer(s), then the SFPUC, in its sole discretion, may terminate negotiations and begin contract negotiations with any remaining pre-qualified Proposers.

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

IV. QUALIFICATIONS

As listed in RFP Appendix D: Scope of Services & Minimum Qualifications Chart:

Minimum Qualifications

It is mandatory that the Prime or JV Proposers have the minimum qualifications for each of the task categories selected. Any Joint Venture (JV) responding to this RFQ must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner). To qualify in the Pool, the Prime Proposer or JV Partners must demonstrate relevant expertise to successfully perform their role and responsibilities in the relevant task category(s) described in this RFQ and provide as-need strategic and/or technical communication and public outreach services for the SFPUC Communications Division with an emphasis on Sewer System Improvement Program communication services.

The SFPUC has determined that each qualified Proposer will be required to provide one (1) key/lead personnel having specific roles and responsibilities including, but not limited to those listed below. Staff filling these roles and responsibilities will be proposed under the appropriate tasks outlined in Section IV.4 of the RFQ. For Task Category A. Strategic Communications Services, each Proposer team must identify an As-Needed Strategic Communications Advisor and/or Strategic Communications Specialist. For Task Categories B through K, Proposer must identify an As-Needed Communications Services Lead.

V. PROPOSAL

1. Pre-Submittal Meeting and Requests for Information

A pre-submittal meeting will be held on **September 30, 2013, at 10:00 am, 525 Golden Gate Avenue, 2nd Floor, O'Shaughnessy Conference Room A, B and C, San Francisco, California, 94102**, to answer questions or requests for clarification on any items in this RFQ. Participation in this meeting is optional for any potential RFQ Proposers. All questions will be addressed at this conference and any available new information will be provided at that time. Questions received and responses given during this meeting will be available as an addendum to the RFQ following the meeting at the SFPUC website <http://sfwater.org>.

All requests for information concerning the RFQ, whether submitted before or after the pre-submittal conference, must be in writing and directed to Kofo Domingo at rfp@sfwater.org. All inquiries should include the number and title of the RFQ. Substantive replies will be memorialized in written addenda to be made part of this RFQ. All addenda will be posted on the on the Contract Administration Bureau webpage at <http://contracts/sfwater.org>. This RFQ will only be governed by information provided through written addenda. With the exception of Contract

Monitoring Division (CMD) or City contracting inquiries, no questions or requests for interpretation will be accepted after October 3, 2013.

2. Statement of Qualifications Submittal

Deliver the following items in a sealed package clearly marked “*CS-291 - As Needed Strategic & Technical Communications and Public Outreach Services by [Proposer’s Name]*”:

- Proposer’s Statement of Qualifications: Please submit one (1) hardcopy and six (6) CDs of the proposal, Appendix A, and any related information in .pdf format (See Section V.3); in a separate sealed envelope labeled “*CS-291 - As Needed Strategic & Technical Communications and Public Outreach Services by [Proposer’s Name]*”:
- Project Fee Schedule: Please submit two (2) CDs of the completed Project Fee Schedule Microsoft Excel format in a separate sealed envelope labeled “Project Fee Schedule - *CS-291 - As Needed Strategic & Technical Communications and Public Outreach Services by [Proposer’s Name]*”;
- CMD/12B & 12C Form: Please submit two (2) CDs of the completed CMD form (Form No. 12B-101) in pdf format in a separate sealed envelope labeled “CMD/12B Forms - *CS-291 - As Needed Strategic & Technical Communications and Public Outreach Services by [Proposer’s Name]*”: (See Section V.4.A)
- First Source Hiring Program Certification Form: Please submit one (1) CD of the completed First Source Hiring Program Certification form in pdf format in a separate sealed envelope labeled “*First Source Hiring Program Certification Form by [Proposer’s Name.]*” - (See Section X.6);and
- Other Required City Forms: Please submit one (1) CD following completed forms in pdf format 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 five (5) separately sealed envelopes, must be mailed or delivered to:

San Francisco Public Utilities Commission

Contract Administration Bureau

Attn: Kofo Domingo

RE: “*CS-291 - As Needed Strategic & Technical Communications and Public Outreach Services by [Proposer’s Name]*”:

525 Golden Gate Avenue, Customer Service, 1st Floor

San Francisco, CA 94102

Time and Place for Submission of Statements of Qualifications (SOQs)

- Phase I– SOQs must be received by 11:00 a.m. PST on October 15, 2013. Postmarks will not be considered in judging the timeliness of submissions. SOQs that are submitted by fax or by email will not be accepted. Late submissions will not be considered including those received late due to postal or delivery service failure.

- Phase II (Continuous opening through December 31, 2021) – This RFQ will be opened to firms on a continuous basis until December 31, 2021 at 11:00 am.

Respondents are encouraged to submit their qualifications at their earliest convenience as the Pool resulting from this RFQ will be established on October 15, 2013 and shall terminate on December 31, 2021. Respondents' submissions will be reviewed periodically, and qualifying firms may be added to the Pool at any time between October 29, 2013 and December 31, 2021. The earlier a firm responds and is accepted into the Pool, the longer will be the period of time they may be qualified for professional services contracting opportunities, although the City makes no guarantee regarding the amount of work to be contracted with any particular qualified vendor, or whether any contracts will result under the Pool.

3. Proposal Format and Content

The proposal shall be (1) clear and concise, (2) responsive to all RFQ 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. Proposer or Project Team Qualifications
- D. References
- Exhibit A – Team Organizational Chart (if applicable)
- Exhibit B – Resume(s)

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.

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.

Statement of Qualifications must include the following information:

A. Cover Letter (1 page per Proposer)

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 RFQ; (2) a contact for all communications pertaining to the Proposer's proposal (include telephone number, fax number, email 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 overhead and profit rate listed on the PFS are non-negotiable and will be incorporated into the Agreement; (6) a statement that the Proposer agrees to fully comply with all applicable San Francisco laws; and (7) if the Proposer is an LBE, please provide the LBE certification number.

B. Executive Summary (up to 2 pages per Proposer)

Submit an executive summary of the SOQ. Provide a brief description of the Prime Proposer's background and qualifications. In the event the SOQs are submitted by joint ventures, include the names and addresses of the individual Proposer's comprising the team, joint association or joint venture. If a Prime Proposer is submitting SOQs for more than one category, the Prime Proposer should only submit one (1) Executive Summary.

C. Project Team Organization and Qualifications

Proposers must submit the information, requested in Section IV. (1), Proposers must provide separate submissions for each task categories for which the Proposer is submitting qualifications. Proposers to this RFQ must submit the following information in the order specified below:

1) Statement of Minimum Qualifications (up to 2 pages per Task Category)

For each of the task categories for which your firm is submitting SOQs, submit a description of how the Proposer meets the minimum qualifications set forth in Section IV.A of this RFQ. Indicate dates and client contact information (name, current telephone number, and e-mail address) for similar projects used as qualifying experience to meet the minimum qualifications.

2) Proposer Qualifications and Experience (up to 2 pages per Task Category)

Provide detailed information on your or firm's professional background and qualifications, including each team member or joint venture partner (if applicable), and all key staff which addresses the following:

- i. A description and background summary of the Prime Proposer or JV Partners consulting firm(s) or professional experience. Summary shall include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required, and successfully accomplish the work.
- ii. 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.
- iii. A list of successfully designed and implemented strategic and/or technical communication and public outreach services, as it relates to the task categories listed in Section II, Scope of Services, in an urban setting including:
 - 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 (consulting firm design fee and project construction cost); and
- Proposer's performance on delivering the project on schedule and on budget.

A Proposer may not selectively pick projects. Rather, the Proposer must submit descriptions of the most recent projects that are relevant to the services requested in this RFQ. Failure to submit the most recent, relevant projects may be considered non-responsive and result in the rejection of the proposal.

E. References

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

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 the proposal being deemed non-responsive.

If a proposer responding to this RFQ identifies an SFPUC project as a qualifying project reference, and the identified project complies with RFQ reference requirements and was subject to the SFPUC's Consultant Services Performance Evaluation ("CSPE") process, then SFPUC staff will forward either the most recent annual CSPE or the final CSPE for the project, as appropriate, to the Selection Panel.

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

4. Supplemental Proposal Requirements

A. Contracts Monitoring Division Forms

CMD/12B & 12C Form: Please submit two (2) CDs of the completed CMD/12B form (Form No. 12B-101) in pdf format must be submitted in a separate sealed envelope labeled “***CMD/12B “CS-291 - As Needed Strategic & Technical Communications and Public Outreach Services by [Proposer’s Name]”***” and delivered with the proposal package.

B. Project Fee Schedule

The Proposers shall provide the billing rate for each individual listed on their team and Proposers must use the form provided in Appendix C to prepare their Project Fee Schedule (PFS). Two (2) CDs of the Project Fee Schedule (PFS) (compatible with Microsoft Excel) must be submitted in a separate sealed envelope labeled “Project Fee Schedule - “***CS-291 - As Needed Strategic & Technical Communications and Public Outreach Services by [Proposer’s Name]”***” and delivered with the proposal package.

(i) ***Project Fee Schedule Components***

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

All billing rates shall reflect 2013 billing rates. The selected Proposer will only be allowed to escalate its 2013 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***

Only one overhead and profit rate can be used for each firm listed in the PFS. Based on the information provided in the PFS. The EOPR is essentially a weighted average of the rates proposed for each firm listed as part of the Proposer’s team. The EOPR shall not exceed 3.20.

The maximum billing rate is \$220/hour. The Proposer's billing rates and EOPR provided in the PFS will be non-negotiable during the Agreement award process and the duration of the Agreement. The EOPR will apply to the billing rate of all subconsultants not listed in the PFS. If a new subconsultant is added during the duration of the Agreement, the new individual firm Overhead and Profit Rate can be no more than the Proposal Effective Overhead and Profit Rate (EOPR). The EOPR is essentially a weighted average of the rates proposed for each firm listed as part of the Proposer's team. The EOPR shall not exceed 3.20. The EOPR will also apply to all amendments to the Agreement.

The Proposer may be required to provide certified payroll records documenting the actual salaries of all individuals who will be added to the project (i.e., individuals not listed in the PFS). 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 PFS and for whom resumes and qualifications have been submitted as part of the proposal are expected to be provided to the project team.

Subcontractor Markups are limited to five (5) percent of Subconsultants' actual labor costs. Markups on ODCs or materials for either the Proposer or its subconsultants are not allowable under this contract.

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 EOPR shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses. The EOPR shall apply to all proposed 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.
- Special services used solely for the benefit of this project including, but not limited to, geotechnical exploratory drilling; equipment rental fees; laboratory testing; and hazardous materials testing.

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

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

VI. EVALUATION AND SELECTION CRITERIA

1. Initial Screening

SFPUC and CMD staff will review each proposal for initial determinations on responsiveness and responsibility. Proposals found to be responsive and submitted by responsible Proposers based on this initial screening shall proceed to the Proposal Evaluation Process, described below. Elements reviewed during the initial screening include, without limitation, proposal completeness, compliance with format requirements, verifiable references, compliance with minimum

qualification requirements, compliance with LBE requirements, and responsiveness to the material terms and conditions of the Agreement (Appendix B, Professional Services Agreement (P500)).

As a point of clarification, Proposals are not scored during the initial screening process. Initial screening is simply a "pass/fail" determination of whether or not a Proposal meets certain minimum requirements.

2. Pre-Qualification Criteria

The purpose of this process is to identify highly qualified communication leads and/or firms that are most capable of providing strategic and/or technical public outreach and communication services support in one or more of the task categories described in Section II, Scope of Services. SFPUC staff will screen the SOQs to ensure that the Proposers meet the minimum qualifications for each task category proposers have submitted qualifications for (see Appendix A). Only Proposers that meet the minimum qualification requirements will be included in the as-needed pre-qualified Pool relating to that task. The SFPUC will evaluate the minimum qualifications for those task category(s) selected by Proposers. The SFPUC intends to evaluate the SOQs in accordance with the criteria set forth below. A pass or fail scoring will be used to evaluate the written qualifications for each task categories selected by the Proposer.

Evaluation Criteria

- i) Prime Respondent Qualifications (pass/fail)
Prime Proposers must meet the minimum qualifications (see IV. A) for the task categories selected by the Proposer as indicated on Appendix A.

- ii) Subconsultant Qualifications (pass/fail)
If a Proposer is utilizing a subconsultant to satisfy the minimum requirements for a task category, the subconsultant(s) must meet the minimum qualifications (see IV. B) for the task categories selected by the Proposer as indicated on Appendix A.

- ii) Key/Lead Team Member Qualifications (pass/fail)
All Key/Lead Team Members must satisfy the minimum qualifications (see IV. C) for the task categories selected by the Proposer as indicated on Appendix A.

3. Consultant Selection Process

Pre-qualified firms may be selected to participate in potential contract negotiations with the SFPUC on an as-needed basis. **PLACEMENT OF A PROPOSER IN THE PRE-QUALIFIED AS-NEEDED POOL DOES NOT GUARANTEE THAT THE PROPOSER WILL BE AWARDED A FUTURE CONTRACT FOR PROFESSIONAL SERVICES.**

Consistent with Chapter 21.4(c) of the San Francisco Administrative Code, it is the SFPUC's intent to create a pre-qualified Pool from which the SFPUC will solicit a request for letter proposal(s) and/or request for quote(s) to the pre-qualified pool and select the Proposer(s) based on an assessment of the qualifications or quote(s) submitted by the Pool.

The selection of any pre-qualified Proposers for contract negotiation shall not imply acceptance by the SFPUC of all terms of the response, which may be subject to further negotiation and approvals before the SFPUC may be legally bound thereby.

If a satisfactory contract cannot be negotiated in a reasonable time with any pre-qualified Proposer(s), then the SFPUC, in its sole discretion, may terminate negotiations and begin contract negotiations with any remaining pre-qualified Proposers.

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

VII. TERMS AND CONDITIONS FOR RECEIPT OF STATEMENT OF QUALIFICATIONS

A. Errors and Omissions in RFQ

Respondents are responsible for reviewing all portions of this RFQ, including appendices and attachments. Respondents are to promptly notify the SFPUC, in writing, if the respondent discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to: KDomingo@sfgwater.org with Subject: "RFQ #CS-291" promptly after discovery, but in no event later than 5:00 p.m. PST on October 3, 2013.. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFQ

Inquiries regarding the RFQ and all oral notifications of intent to request written modification or clarification of the RFQ must be directed by e-mail to: KDomingo@sfgwater.org, Subject: "RFQ #CS-291" no later than 5:00 p.m. PST on October 3, 2013.

C. Objections to RFQ Terms

Should a respondent object on any ground to any provision or legal requirement set forth in this RFQ, the respondent must, not more than ten (10) calendar days after the RFQ is issued, provide written notice to KDomingo@sfgwater.org, Subject: "RFQ #CS-291" setting forth with specificity the grounds for the objection. The failure of a respondent to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Addenda

The SFPUC may modify the RFQ, prior to the submittal due date, by issuing Addenda, which will be posted on the website: <http://sfgwater.org>. The respondent shall be responsible for ensuring that its submittal reflects any and all Addenda issued by SFPUC prior to the submittal due date regardless of when the submittal is submitted. Therefore, SFPUC recommends that the respondent consult the website frequently, including shortly before the submittal due date, to determine if the respondent has downloaded all Addenda.

E. Revision of Submittal

A respondent may revise a SOQ on the respondent’s own initiative at any time before the deadline for submission of SOQs. The respondent must submit the revised SOQs in the same manner as the original. A revised SOQs must be received on or before the submittal due date.

In no case will a statement of intent to submit a revised SOQs, or commencement of a revision process, extend the submittal due date for any respondent.

SFPUC staff reserves the right to approve an as-needed pool list without further clarifications of submittals received.

F. Errors and Omissions in SOQs

Failure by SFPUC staff to object to an error, omission, or deviation in the SOQs will in no way modify the RFQ or excuse the respondent from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

G. Financial Responsibility

The SFPUC accepts no financial responsibility for any costs incurred by a respondent in responding to this RFQ. Submissions of the RFQ will become the property of the SFPUC and may be used by the SFPUC in any way deemed appropriate.

H. Respondent’s Obligations under the Campaign Reform Ordinance

Respondents must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct 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 and the later of either (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
- 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 contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor.

Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a

contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

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

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

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

I. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFQs 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 organization'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.

J. Public Access to Meetings and Records

If a firm 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 S.F. Administrative Code, the firm must comply with Chapter 12L. The Respondent 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.

K. Reservations of Rights by the City

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

- 1) Waive or correct any defect or informality in any response, submittal, or submittal procedure;
- 2) Reject any or all submittals;
- 3) Reissue a RFQ;
- 4) Prior to submission deadline for SOQs, 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 RFQ, or the requirements for contents or format of the submittals;

- 5) Procure any materials, equipment or services specified in this RFQ by any other means; or
- 6) Determine that no project will be pursued.

L. No Waiver

No waiver by the SFPUC of any provision of this RFQ shall be implied from any failure by the SFPUC to recognize or take action on account of any failure by a Firm to observe any provision of this RFQ.

M. 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 RFQ.

1) LBE Subconsultant Participation Goals

The LBE subconsulting participation goals are not applicable at the RFQ stage of this process. However, for future CS-291 related projects arising out of this RFQ, the Contract Monitoring Division (CMD), in collaboration with the SFPUC, will evaluate the project’s scope of work and establish LBE subconsulting goals when appropriate on a project-by-project basis. As such, to the extent a Proposer anticipates that certain tasks may be performed by non-LBEs on their team, the Proposer may need to revisit their team composition in order to satisfy the project’s LBE goals.

2) Certified LBE Bid Discount /Rating Bonus

a) The LBE Bid Discount/Rating Bonus is not applicable at this RFQ stage. However, the LBE Bid Discount/Rating Bonus provisions of Chapter 14B will be applicable during the RFP stage of the selection process (*see* Chapter 14B Rules & Regulations, Section IV.E.2.).

b) Micro LBE and Small LBE Rating Bonus

The City strongly encourages proposals from qualified, certified Micro and Small LBEs. Pursuant to Chapter 14B, a rating bonus will be in effect for the award of this project for any proposers who are certified by HRC as a Micro or Small LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. For joints ventures, the certified Micro and /or Small 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 certified Micro and/or Small 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 certified Micro and/or Small LBE joint venture’s portion of the contract must be assigned a commercially useful function. Certification applications may be obtained by calling CMD at (415) 581-2310.

The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- i) 10% to a certified Micro or Small LBE; or a joint venture between or among certified Micro or Small LBEs;
- ii) 5% to a joint venture with certified Micro and/or Small LBE participation, whose participation is equal to or exceeds 35%, but is under 40% or
- iii) 7.5% to a joint venture with certified Micro and/or Small LBE participation, whose participation equals or exceeds 40%; or
- iv) 10% to a certified non-profit entity.

The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for the purposes of determining the highest ranked firm.

c) Small Business Administration (SBA) LBE Rating Bonus

Pursuant to Chapter 14B.7(E), a 2% rating bonus will be in effect for proposers who are certified by HRC as a SBA LBE; however, the 2% rating bonus shall not be applied at any stage if it would adversely affect a Micro or Small LBE proposer or a J/V with LBE participation.

VIII. THE CITY AND SFPUC CONTRACT REQUIREMENTS

A. Standard Contract Provisions

The selected Proposer/s will be required to enter into the Agreement, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. Submission of a proposal shall indicate Respondents Agreement to all terms of the Agreement. Failure by the Respondent to obtain compliance with City requirements and execute an Agreement within two (2) weeks of the date of Public Utilities Commission's authorization/or Notice of Intent to Award an Agreement may result in the General Manager's executing an Agreement with the next qualified Respondent. The SFPUC, at its sole discretion, may select another Respondent and may proceed against the original selected Respondent 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.

Firms are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§34 in the Agreement); the Minimum Compensation Ordinance (§43 in the Agreement); the Health Care Accountability Ordinance (§44 in the Agreement); the First Source Hiring Program (§45 in the Agreement); and applicable conflict of interest laws (§23 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

B. Nondiscrimination in Contracts and Benefits

Contractor 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://sfgsa.org/index.aspx?page=359>

C. Minimum Compensation Ordinance (MCO)

Contractor 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.

For the amount of hourly gross compensation currently required under the MCO or additional information, see <http://sfgsa.org/index.aspx?page=403>. 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.

D. Health Care Accountability Ordinance (HCAO)

Contractor 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.

E. 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.workforcedevelopmentsf.org/jobseekerservices/index.php?option=com_content&view=article&id=63&Itemid=27

F. Conflicts of Interest

Contractor 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. Contractor 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 Contractor 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.

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/RFQ/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 or construction management 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/RFQ or bid documents.

4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
 - a) **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.
 - b) **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
6. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management or general construction.
7. **Construction Management.** This work consists of review, assessment and recommendation for actions based on interpretation of contract documents. No firm under one contract can review any of its own work performed under another contract. Conflicts would likely arise had any firm participated in either preparation of final engineering design or any documents enumerated in a contract for construction or documents the SFPUC requires a Proposer to rely on in the preparation of 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, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
10. **Administrative Services.** Any subconsultant or Proposer providing general administrative services such as communications, reprographic, janitorial or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.

CONSULTATION WITH COUNSEL

The SFPUC strongly advises any proposing/bidding firm to consult with their legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the

proposing/bidding firm to make that determination. The SFPUC will not advise consultants on conflict of interest matters.

G. SFPUC Intellectual Property

SFPUC will not tolerate the unauthorized use of its intellectual property, including the SFPUC logo, course designs, and copyrighted publications. All firms, bidders, contractors, and others doing business with or at the SFPUC (including subcontractors) may not use the SFPUC intellectual property, or any intellectual property confusingly similar to the SFPUC intellectual property, without the SFPUC General Manager's prior consent.

IX. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

Within three (3) working days of the SFPUC issuance of a notice of non-responsiveness, any respondent that has submitted a SOQ and believes that the SFPUC has incorrectly determined that the SOQs 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 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 respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the SFPUC Assistant General Manager of External Affairs to determine the validity of the protest.

B. Protest of Establishment of As-Needed Pool List

Within three (3) working days of the SFPUC's issuance of a notice of intent to establish a pre-qualified as-needed pool list, any respondent that has submitted a responsive submittal and believes that the SFPUC has incorrectly established a pre-qualified as-needed pool list, may submit a written notice of protest. Such notice of protest must be received by the SFPUC on or before the fifth working day after the SFPUC's issuance of the notice of intent to establish an as-needed pool list.

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 respondent, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the Commission to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by the due date. 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 SFPUC received the protest. PROTESTS OR NOTICE OF PROTESTS MADE ORALLY (E.G., BY TELEPHONE) WILL NOT BE CONSIDERED. Protests must be delivered to:

Express Mail, Hand Delivery OR U.S. Postal Service

San Francisco Public Utilities Commission
Contract Administration Bureau
Attn: Kofo Domingo
RE: CS-291, As Needed Strategic & Technical
Communications & Public Outreach Services
525 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102