City and County of San Francisco

Request for Proposals (RFP) for
Bay Area Regional Energy Network (BayREN) Commercial Pay-for-Performance (P4P) Program Allies

Date Issued: 05 April 2019
Pre-proposal Conference: -
Proposal Due: 12:00 p.m., 19 April 2019
RFP for BayREN Commercial P4P Program Allies

Request for Proposals for BayREN Commercial P4P Program Allies

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. INTRODUCTION &amp; SCHEDULE</td>
<td>5</td>
</tr>
<tr>
<td>General</td>
<td>41</td>
</tr>
<tr>
<td>Schedule</td>
<td>8</td>
</tr>
<tr>
<td>Allies Unable to do Business with the City</td>
<td>8</td>
</tr>
<tr>
<td>II. SCOPE OF WORK</td>
<td>43</td>
</tr>
<tr>
<td>III. SUBMISSION REQUIREMENTS</td>
<td>12</td>
</tr>
<tr>
<td>Time and Place for Submission of Proposals</td>
<td>12</td>
</tr>
<tr>
<td>Electronic Submission Only</td>
<td>12</td>
</tr>
<tr>
<td>Format</td>
<td>12</td>
</tr>
<tr>
<td>Content</td>
<td>13</td>
</tr>
<tr>
<td>Written Proposal</td>
<td>13</td>
</tr>
<tr>
<td>Fee Proposal</td>
<td>19</td>
</tr>
<tr>
<td>IV. EVALUATION PROCESS &amp; SELECTION CRITERIA</td>
<td>21</td>
</tr>
<tr>
<td>Overall Evaluation Process</td>
<td>21</td>
</tr>
<tr>
<td>V. CONTRACT AWARD</td>
<td>24</td>
</tr>
<tr>
<td>Question and Answer (Q&amp;A) Period</td>
<td>24</td>
</tr>
<tr>
<td>Contract Award</td>
<td>24</td>
</tr>
<tr>
<td>VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS</td>
<td>25</td>
</tr>
<tr>
<td>Errors and Omissions in RFP</td>
<td>25</td>
</tr>
<tr>
<td>Inquiries Regarding RFP</td>
<td>25</td>
</tr>
<tr>
<td>Objections to RFP Terms</td>
<td>25</td>
</tr>
<tr>
<td>Change Notices</td>
<td>25</td>
</tr>
<tr>
<td>Term of Proposal</td>
<td>25</td>
</tr>
<tr>
<td>Revision of Proposal</td>
<td>25</td>
</tr>
<tr>
<td>Errors and Omissions in Proposal</td>
<td>26</td>
</tr>
<tr>
<td>Financial Responsibility</td>
<td>26</td>
</tr>
<tr>
<td>Proposer’s Obligations under the Campaign Reform Ordinance</td>
<td>26</td>
</tr>
<tr>
<td>Sunshine Ordinance</td>
<td>27</td>
</tr>
<tr>
<td>Public Access to Meetings and Records</td>
<td>27</td>
</tr>
<tr>
<td>Reservations of Rights by the City</td>
<td>27</td>
</tr>
<tr>
<td>No Waiver</td>
<td>28</td>
</tr>
</tbody>
</table>
Local Business Enterprise (LBE) Goals and Outreach 28

VII. CONTRACT REQUIREMENTS 29
   Standard Contract Provisions 29
   Nondiscrimination in Contracts and Benefits 29
   Minimum Compensation Ordinance (MCO) 29
   Health Care Accountability Ordinance (HCAO) 29
   First Source Hiring Program (FSHP) 29
   Conflicts of Interest 30

VIII. PROTEST PROCEDURES 30
   Protest of Non-Responsiveness Determination 31
   Protest of Non-Responsible Determination 31
   Protest of Contract Award 31
   Delivery of Protests 31

APPENDIX A: CITY SUPPLIER (VENDOR) REQUIREMENTS 33
   How to become Eligible to Do Business with the City: 33
      Mandatory Forms: 33
      Vendor Eligibility and Invoice Payment: 33
      Vendor Eligibility Forms: 33
      Supplemental Forms: 34

APPENDIX B: STANDARD CONTRACT TEMPLATE 36

APPENDIX C: STATEMENT OF INTENT / EXECUTIVE SUMMARY TEMPLATE 37

APPENDIX D: BIDDER’S WORKBOOK 39

APPENDIX E: Compliance with “CPUC Decision Addressing Workforce Requirements and Third-Party Contract Terms and Conditions.” 40

APPENDIX F: WRITTEN RESPONSE FORM 41
I. INTRODUCTION & SCHEDULE

A. GENERAL

The Bay Area Regional Energy Network (BayREN) is a collaboration of the nine (9) local government counties that make up the San Francisco Bay Area. Led by the Association of Bay Area Governments (ABAG), BayREN provides regional-scale energy efficiency programs, services, and resources. BayREN is funded by utility ratepayer funds through the California Public Utilities Commission (CPUC), as well as other sources, and draws on the expertise, knowledge, and proven track record of Bay Area local governments. Find out more by visiting: https://www.bayren.org/

In 2016, Program Administrators (PA) three Regional Energy Networks1, Marin Clean Energy (MCE), and the Investor Owned Utilities2 (IOUs) submitted “2018 - 2025 Energy Efficiency (EE) Business Plans” to the CPUC for review and approval. Subsequently, in May 2018, the CPUC approved all of the Business Plans via the D-18-05-041, Decision Approving Energy Efficiency Business Plans http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M215/K706/215706139.PDF, including BayREN and its commercial sector. All approved Business Plans are filed at https://www.caeecc.org/business-plans-1

BayREN’s mission of “Local Governments Empowering Our Communities” is the core specification of the BayREN Pay-for-Performance (P4P) Program (the Program), which seeks to empower the Small & Medium Business (SMB) sector across the Bay Area by removing barriers to installing EE upgrades, thereby reducing businesses expenses, while improving equipment reliability, productivity, and business services, all to ensure continued growth and prosperity. The Program, when deployed alone, or layered with complementary EE programs and financing, is designed to empower the Program Participant (Participant) to do something the Participant would not do otherwise: choose EE as an investment into the business. Thus, the Program’s objective is to increase the number of comprehensive SMB upgrades in the Bay Area, particularly in Advanced Lighting and Lighting Controls, Heating, Ventilation and Air-Conditioning (HVAC), Refrigeration, Building Weatherization measures, by using an innovative, performance-based incentive program.

The Program will achieve the objective by implementing a performance-based incentive program that combines traditional energy-savings prediction methodologies (deemed, calculated, and modeled) with a Normalized Meter Energy Consumption (NMEC) savings component. Under this hybrid incentive structure, the Participant will, based on CPUC-approved savings calculations, receive 50 percent of the incentive after project completion (Year 0). This infusion of cash reduces the project’s upfront cost and is critical to the SMB sector’s unique financial needs. The Program will then disburse another 25% of the incentive after Year 1’s (i.e., period of one year from the date of project completion) metered performance is measured and verified.

---

1 The RENS are the SoCalREN (filed by Los Angeles County), 3-CREN (filed by Ventura, Santa Barbara and San Luis Obispo counties) and BayREN.
2 The IOUs are Pacific Gas & Electricity (PG&E), San Diego Gas & Electricity (SDG&E), Southern California Edison (SCE), & Southern California Gas Company (SoCal Gas).
using CalTRACK 2.0 methods; the final incentive disbursement of 25% will follow after Year 2. By truing up a substantive portion of incentive payments with realized performance, ratepayers will be shielded from paying for non-existent energy savings. This realigned approach also serves to foster long-term relationships between the Participant, program staff or Building Performance Advisor (BPA), and implementation partners (Allies) and support longer term energy management and savings persistence.

The City and County of San Francisco Department of Environment (the Department or SFE) is the lead agency for the Program and has appropriated funds to incent EE projects throughout the entire Bay Area region. The Program’s annual incentive budgets are listed in Table 1 and minimum energy savings targets are listed in Table 2. Other program resources, such as the Program’s Implementation Plan and Program Manual, are found here: https://cedars.sound-data.com/programs/BAYREN06/details/.

As the lead agency, the City and County of San Francisco (the “City”), on behalf of BayREN, is requesting proposals to participate in the Program as a “Program Ally” in delivering rebates and technical services to the entire Bay Area region. The Department, in its sole discretion, may select up to three (3) firms with the highest scoring proposals. The Program will allow Allies/Counties overlap but intends to minimize direct competition between Allies for the same customers. If necessary, conflicts will be minimized by segregating the market geographically, by business vertical, or other means.

Program Allies and the Program have a mutually beneficial relationship. Allies are crucial to Program success because they are primary sources for energy-savings, and their knowledge and expertise allows Participants to make their businesses more energy efficient. In turn, the Program will assist Allies by providing incentives that align the interests of all stakeholders; support new ways to market services to existing clients; help to generate leads to new clients; and offer a new platform to grow the business in a sustainable, energy efficient marketplace.

### Table 1 - Improvement Incentive Budget

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to</td>
<td>$1,000,000</td>
<td>Up to</td>
<td>Up to</td>
<td>Up to</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,500,000</td>
<td>$1,700,000</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

### Table 2 - Minimum Energy Savings Achievement

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Therms</td>
<td>10,000</td>
<td>12,000</td>
<td>14,000</td>
<td>16,000</td>
</tr>
<tr>
<td>kWh</td>
<td>3,600,000</td>
<td>4,200,000</td>
<td>4,750,000</td>
<td>5,000,000</td>
</tr>
</tbody>
</table>

3 Bay Area region consists of the following counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma.
RFP for BayREN Commercial P4P Program Allies
Contract Term: The contract shall have an original term of two (2) years. Please respond to pricing for 2019 and 2020 only.

In addition, the City shall have two (2) options to extend the term for a period of two (2) years each, which the City may exercise in its sole, absolute discretion.

B. SCHEDULE

Table 3 - Anticipated Schedule

<table>
<thead>
<tr>
<th>Proposal Phase</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue</td>
<td>05 April 2019</td>
</tr>
<tr>
<td>Pre-proposal Conference</td>
<td>No conference will be held.</td>
</tr>
<tr>
<td>Deadline for Submission of Written Questions</td>
<td>-</td>
</tr>
<tr>
<td>or Requests for Clarification</td>
<td></td>
</tr>
<tr>
<td>Publish and Distribute Answers to Questions</td>
<td>-</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>19 April 2019</td>
</tr>
<tr>
<td>Oral Interview with Firms Selected (for further consideration)</td>
<td>If necessary, the interview schedule will be announced via email before 26 April 2019.</td>
</tr>
</tbody>
</table>

All dates are subject to change in the City’s sole discretion.

C. ALLIES UNABLE TO DO BUSINESS WITH THE CITY

1. General

Allies (contractors) that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this Request for Proposal (RFP), or in the sample terms and conditions attached.

2. Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against lesbian, gay, bisexual, and transgender (LGBT) populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator via this link: https://sfgsa.org/chapter-12x-anti-lgbt-state-ban-list.
II. SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

The following are work tasks assumed necessary to participate as an Ally in the Program. Proposing teams may suggest a modified scope as part of their proposal.

Implementation Tasks include, but are not limited to:

Allies will provide excellent customer service and turnkey technical assistance to SMB Participants throughout the BayREN territory who wish to pursue comprehensive upgrades to their facilities. This role will generally encompass the following activities:

1. **Recruit, Pre-qualify and Enroll Participants** - While BayREN will provide marketing and outreach support on the county level, Allies are ultimately responsible for their own lead generation, marketing\(^4\), and sales.

2. **Conduct Prequalification** - Prospective Participants are required to provide access to their utility data via PG&E “Share My Data” portal to the Ally. Participants may need an Ally’s assistance in identifying meters, signing up for an online account, and accessing their data. Before going on-site, an Ally may find it prudent to review the Advanced Metering Infrastructure (AMI) data and other site-specific information (such as building and equipment vintage and related physical characteristics) to confirm the potential for significant energy savings suitable for whole-building M&V\(^5\). Specifically, AMI data should be used to screen potential Participants per the following criteria:
   - Potential energy savings exceeds ten percent (10%) of baseline consumption
   - Minimum twelve (12) months of baseline energy consumption data
   - Complete data for all meters serving the site
   - Baseline normalization model meets goodness-of-fit criteria (statistic to be provided by the BayREN M&V Platform)
   - No non-routine events (NRE’s) within the prior 12 months, including installation of onsite renewable generation or Electric Vehicle (EV) charging capabilities; participation in ratepayer funded energy efficiency program; change in the facility conditioned floor area, space type, or tenancy (see “BayREN P4P Implementation Plan,” (P.40) for more detailed discussion of NRE’s and adjustments).

Potential Participants with low energy savings potential or disqualifications based on baseline data may be referred to programs that claim deemed or calculated savings. BayREN may be able to provide customer contact lists (mailing addresses only) that have been pre-screened for Program eligibility.

---

\(^4\) Note that BayREN, its administrator and members, including the City and County of San Francisco, reserve the right to review all customer-facing collateral.

\(^5\) Whole Building M&V is adapted from the Investor Confidence Project (ICP) M&V Plan Template: Option C Measurement and Verification, IPMVP Option C, Whole Facility.
3. **Conduct ASHRAE Level 1-like Assessments and Develop Energy Management Plans (EMP)** - Ally will conduct an ASHRAE Level 1-like site assessment of the Participant’s facility to confirm energy savings opportunities and develop a financial proposal for upgrades. Ally may develop predicted savings estimates using deemed savings values or any energy models or other calculation methods that have been approved by the CPUC. Ally may be called on to provide technical assistance to help Participants benchmark their building energy performance in Portfolio Manager®. Furthermore, Ally will create an “Energy Management Plan” (EMP) to submit to the Participant. The EMP is a five-year “roadmap” that details short and medium term eligible energy efficiency retrofit recommendations; their estimated savings; associated incentives and financing options under different scenarios such as private capital financing, Commercial Property Assessed Clean Energy (C-PACE) or PG&E On-Bill Financing (OBF), including simple payback and other financial metrics; preliminary budgetary construction cost estimates; and program enrollment details. Most importantly, the EMP contains “Next Steps” for the Participants to immediately act upon. Ally must submit the EMP to the Program to claim an assessment incentive for the project. An Assessment Incentive is available to contracted Allies if the minimum close-rates percentages in Table 4 are met. Disbursement intervals will be discussed during the contracting phase.

<table>
<thead>
<tr>
<th>Program Year</th>
<th>Minimum Assessment-to-Signed Project Conversion Rate⁶</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 (Ramp Up)</td>
<td>66%</td>
</tr>
<tr>
<td>2020</td>
<td>75%</td>
</tr>
</tbody>
</table>

4. **Provide Turnkey Technical Assistance** - When requested, the Ally must provide the following types of technical assistance to Participants:
- translate EMP recommendations into bid specifications and review contractor bids
- manage construction activities or perform the upgrade work
- inspect upgrades and confirm that work was properly performed per contract

It is in the Ally’s interest to integrate quality assurance into its standard operating procedures related to measure installation in order to minimize project performance risks that might undermine Ally’s payable savings claims.

5. **Submit Project Documents and Data** - To qualify for an Improvement Incentive, an Ally must satisfy the pre-conditions for an Assessment Incentive as detailed in “BayREN

⁶ To qualify for the “Assessment Incentive,” an Ally must maintain a minimum these conversion rate.
P4P Implementation Plan,” (P.24), and submit a qualifying Improvement Incentive Application for review and approval, including:

- Energy savings calculations
- Itemized invoices
- Documentation of all required building permits
- Declaration of Deemed or Calculated Incentives (if applicable)
- Other documentation, as required

6. **Comply with Project Close-out & Evaluation, Measurement & Verification (EM&V) Requirements** - Ally will cooperate with all aspects of Program Quality Control and M&V, including any CPUC-directed EM&V studies. Ally is encouraged to provide feedback to the PA to improve participant experience & program efficiency.

7. **Prepare for Ramp Up / Launch** - BayREN, its Administrator and County Members, including the City and County of San Francisco, expect to closely collaborate with Allies in preparation for a soft program launch, tentatively scheduled for April 2019.
III. SUBMISSION REQUIREMENTS

A. TIME AND PLACE FOR SUBMISSION OF PROPOSALS

1. Proposals must be received by the date and time shown in the “Schedule.” Department staff will confirm receipt of submissions within one (1) business day after the submission due date.

   Late submissions will not be considered. Supplemental documents or revisions received after the deadline will not be accepted.

2. All responses, proposals and submittals in response to this RFP (“Submissions”) are public information, and shall be the property of the City and County of San Francisco, and the City may use such Submissions for any purpose whatsoever, without compensation to the provider or any other person or entity. The City and County of San Francisco shall not be liable for any use or disclosure of any Submissions.

3. Respondent must submit a response package with three (3) separate documents:
   a. Written Proposal
   b. Fee Proposal

B. ELECTRONIC SUBMISSION ONLY

Proposals must be submitted via email only to ENV-CT1802-Energy@sfgov.org

The Department can receive emails with attachments up to 25 megabytes (MB). If your submission exceeds the allocation, consider splitting up the files.

C. FORMAT

1. REQUIRED: When submitting via email, label subject line as “ENVCT1802: BayREN Commercial P4P Proposal from [Enter Proposer Entity Name].”

2. For word processing documents, the Department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1” on all sides (excluding headers and footers).

3. Use separate electronic files for each of the three (3) documents listed in Section III, subsection A.3, above.
D. CONTENT

Firms interested in responding to this RFP must submit responses in the three (3) following sections (Written and Fee Proposals), in the order specified below. Please craft your responses using the below prescribed page maximum, per section.

1. **WRITTEN PROPOSAL**

1a. **Statement of Intent / Executive Summary (up to 2 pages)**

Submit a Statement of Intent / Executive Summary using “Appendix C” of this RFP. Submission of the Statement of Intent / Executive Summary will constitute a representation by the Proposer that the firm is willing and able to perform the commitments contained in the proposal, and agrees to be bound by and to execute the City and County of San Francisco Professional Services Agreement template. (See web-link in Appendix B.)

This statement/summary must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal.

The Executive Summary should be a brief summary of the firm’s understanding of the nature and extent of the services required, overall approach in fulfilling the objectives and goals of the contract, and key strengths.

1b. **Table of Contents (up to 2 pages)**

Provide a Table of Contents detailing the sections and subsections of the proposal and the associated page numbers of each section.

1c. **Minimum Qualifications (up to 2 pages, excluding attachments)**

   a. **Compliance with “CPUC Decision Addressing Workforce Requirements and Third-Party Contract Terms and Conditions.”** The requirements are found here: [http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M225/K950/225950775.PDF](http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M225/K950/225950775.PDF). See “Appendix E.”

   b. **Certifications and Licenses** - Identify all staffers that will work on the Program with the following certifications:

   | Leadership in Energy and Environmental Design Accredited Professional (LEED AP) | Professional Engineer (PE) / Identify Discipline |
   | Lighting Certified (LC) | Certified Energy Auditor (CEA) |
   | Certified Energy Manager (CEM) | Certified Building Commissioning Professional (CBCP) |
   | Certified Commissioning Professional (CCP) | American Society of Heating, Refrigeration & Air Conditioning Engineer (ASHRAE) Building |
### Liability Insurance Information

- Provide documentation of insurance showing the following coverage:

  1. **Workers’ Compensation Insurance** with statutory limits, as required by the state having jurisdiction over Implementer’s employees, and Employer’s Liability Insurance with limits of no less than:
     - Bodily Injury by Accident - $1,000,000 each accident
     - Bodily Injury by Disease - $1,000,000 policy limit
     - Bodily Injury by Disease - $1,000,000 each employee

  2. **Commercial General Liability Insurance**, written on an “occurrence,” not claims-made, basis, covering all operations by or on behalf of Implementer arising out of or connected with the Agreement, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations, and contractual liability. Such insurance shall bear a per occurrence limit of not less than $2,000,000 and an annual aggregate of not less than $4,000,000, exclusive of defense costs, for all coverages. Such insurance shall contain standard cross-liability and severability of interest provisions.

  3. **Commercial Automobile Liability Insurance** covering bodily injury and property damage with a combined single limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of the use of Implementer’s owned, non-owned and hired automobiles in the performance of the Services.

  4. **Umbrella/Excess Liability Insurance**, written on a following form occurrence (not claims-made) basis, providing coverage excess of the
underlying Employer’s Liability, Commercial General Liability, and Commercial Automobile Liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than $3,000,000 per occurrence.

5. Professional liability insurance, applicable to Allies’ profession, with limits not less than $1,000,000 each claim/$2,000,000 aggregate with respect to negligent acts, errors or omissions in connection with the Services.

Prior to contract execution, an Ally must name City and County of San Francisco and BayREN member agencies as additional insureds.

1d. Project Approach (up to 12 pages)

Describe the services and activities that your firm proposes to provide to the City and County of San Francisco and BayREN to fulfill its goals of serving the SMB in the Bay Area Region. Specifically, identify / explain the following:

a. **Energy Savings** - Propose your estimated annual energy savings in kWh and therms units. Note minimum numbers in “Table 1” above. Document the sources and methodologies used to arrive at energy savings values shown in your Fee Proposal. Provide documentation for measure unit energy savings and expected useful life (EUL). Preferred sources include:
   ● Measures affirmed by the California Technical Forum (See http://www.caltf.org/affirmed-measures/)
   ● Approved workpapers: (http://www.deeresources.net/workpapers)

b. **Sector & Diversity** - In the Bay Area, the predominant SMB building types are offices and retail / services. Light industrial, storage, and mixed-use buildings are also popular. Identify the specific building type(s) / commercial sector(s) your firm plans to recruit from.

c. **Budget Justification** - Cost inputs are prudent and realistic.

d. **Market Context** - Share any SMB Market Context and associated data on hand that informs your marketing plan. This information will demonstrate your understanding of specific challenges faced in the SMB/EE programs.

e. **Customer Offering** (i.e. technical assistance, financing, etc.) - Describe your firm’s ability to not only develop projects with deep energy efficiency retrofits, but also its ability to ascertain savings estimates, provide financing, and continue to provide services post-installation. Describe how those solutions will deliver comprehensive, persistent savings that can be quantified using NMEC savings calculations (IPMVP Option C, Whole Building).

f. **Customer Engagement** - Describe your plan to recruit and pre-qualify Program Participants. Describe your solution’s value proposition(s) to targeted customers. For example, list and describe engagement tactics that yield high-impact results.
g. **Ex ante (Forecast) Energy Savings Methods** - Since the BayREN Commercial P4P program pays 50% of eligible incentive after installation (Year 0), document your proposed methodology for calculating project ex ante savings using deemed or custom savings methodologies.

h. **Schedule** - Provide a work plan that is complete and demonstrates the ability to address and deliver program needs within the City’s required time frame (2-year contract with possible two (2) 2-year extensions).

i. **Scalability** - Describe how your Year 1 activity will scale as BayREN budget increases in contract Year 2 and Year 3. For example, describe a solution that targets SMB customer segments with large market potential and strong prospects for scalability.

### 1e. Organization Qualifications (up to 5 pages per Firm)

Provide information on your firm’s background and qualifications which addresses the following:

a. **Basic Information** - Provide the name, address, and telephone number of a single point of contact.

b. **Organizational Structure** - Provide a brief description of your organizational structure, as well as how any joint venture or association would be structured. The description should clearly demonstrate that the requested qualifications are met with the following elements:
   - The organization structure supports clear lines of communication and decision-making. An org-chart is helpful.
   - All parties, including vendors, subcontractors, financiers and insurers, have clearly defined roles and responsibilities.
   - The organization has secured strong commitments from all essential team members and partners.

c. **Dedicated Personnel** - Describe and list dedicated personnel with a range of experience qualifying the Proposer to lead this initiative. A high-scoring response will demonstrate that personnel resources are sufficient to achieve the stated goals. Alternatively, a realistic plan for staffing up is presented.

d. **Project Experience** - Describe at least three (3) projects similar in size and scope (SMB-preferred) prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one (1) page for each project. If joint consultants or sub-consultants are proposed provide the above information for each. Describe in detail the experience especially around project development, installation, quality assurance and control and follow-up.

e. **Program Experience** - If your firm is currently under contract with a utility or CCA, please name and briefly describe the program, its work scope, goals and timeline.

f. **CalTRACK Experience** - Is your firm actively participating in the development of CalTRACK 2.0? If so, please describe involvement and type of activity.
g. **Ability to Deliver Services Cost-effectively** - The proposal will describe the Responder’s ability to provide local services in a cost-effective manner.

h. **Timeline** - What is the minimum time your firm requires to set up and launch and then ramp up, based on ability to mobilize pre-existing capabilities and resources?

**Please answer the following questions with Yes or No.**

i. Have any of your company’s staff persons received training on how to develop Investor Ready Energy Efficiency™ (IREE) projects, following the Investor Confidence Project (ICP) protocols?

j. Has the bidder been the defendant in any active legal proceeding within the last five (5) years?

k. Has the bidder filed for bankruptcy within the last five (5) years?

l. Does the bidder have any debts or accounts payable that are delinquent by more than sixty (60) days?

Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the Department determines that the proposer does not meet minimum qualifications, proposer may be deemed non-responsible.

**1f. Individual Qualifications (up to 4 pages excluding resumes)**

Provide written assurances that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City’s prior approval.

Provide resumes or detailed descriptions of the experiences and qualifications of all staff who will be working on BayREN Commercial P4P project developers and contractors. At a minimum, staff may include:

- Founder / CEO / Director / Principal
- Senior Program / Project Managers
- Project Managers
- Design Engineers
- Energy Efficiency Analysts

Provide a list identifying each key person on the project team by:

- **Name & Title**
- **Role** - The role each person will play in the project.
- **Personal Experience, Technical Background** - The individual demonstrates competent experience in building science and systems, especially in retail, office and light-industrial sectors. The individual also demonstrates competency and experience with using building simulation software, the Modified Lighting Calculator (MLC), and Customer Relationship Management technology.
- **Personal Experience, Business Background** - The individual demonstrates competent experience in program or project development and project management.
Personal Experience, Customer Sales & Servicing - The individual demonstrates competent experience in customer engagement, EE-sales and post-installation follow-up.

Understanding of California and Bay Area EE Market Potential - The individual is knowledgeable and familiar with the unique characteristics of Bay Area’s energy market, the commercial sector and the utility customer base.

1g. Risk Tolerance and Financial Capacity (1 page, excluding attachments)

Describe your firm’s tolerance for financial risk related to the program design, especially around the NMEC-portion of the program experience and mitigation methods. The successful Ally will have existing financial capacity to manage cash flow and performance risks, including documentation of any third-party financing. Please redact all sensitive information and provide copies of the following as evidence of financial health:

- Executed Agreements
- Term Sheet
- Letters of Intent from Investors, Banks, etc.
- If applicable, provide the most recent credit rating for each major credit rating agency, such as Dun & Bradstreet, Moody’s and Fitch Ratings.

1h. References (up to 2 pages)

Provide two (2) references, including the contact name, company information, affiliation, address, email address, telephone number, and any additional available contact information for each reference. References should be representatives from clients served within the last five (5) years, for whom the projects of similar size and scope to the services as described in Section II, “Scope of Work,” were completed. Proposer’s references will be used to confirm and verify Proposer’s qualifications, experiences and capacity to collaborate.

By including these references, proposers are representing that the references are familiar with proposer’s work and experience, and references will be truthful in any representations.

The City and County of San Francisco reserves the right to contact a reference listed. If so, every available effort will be made to schedule reference checks for Proposers who advance to the final round of the evaluation process. Should a reference provide no substantial response to City’s efforts to schedule an appointment within ten (10) business days after City’s initial request, the reference will be considered non-responsive. Should a reference not make the scheduled reference check appointment, they will be provided one (1) extension of two (2) business days to contact the City and County of San Francisco to reschedule the appointment. A reference check must be completed within five (5) business days of a missed appointment, or reference will be considered non-responsive.
1i. Certification of Headquarters in Accordance with Administrative Code Chapter 12X.

Refer to “Appendix C.”

1j. Compliance with “CPUC Decision Addressing Workforce Requirements and Third-Party Contract Terms and Conditions.”

Refer to “Appendix E.”

2. **Fee Proposal**

2a. General

The City intends to award this contract to Proposers that the City considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

2b. Assessment Incentive Proposal

Per the Program “Implementation Manual,” an Ally is eligible to receive an incentive for each completed ASHRAE Level 1-type assessment, if the minimum closing rate is met. Propose the desired incentive amount in the following table.

<table>
<thead>
<tr>
<th>Proposed Per-Assessment Incentive Amount</th>
<th>Proposed Unit of Measure (i.e. sq-ft, per Assessment, etc)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$&lt;ENTER AMOUNT&gt;</td>
<td>$&lt;ENTER UNIT&gt;</td>
</tr>
</tbody>
</table>

2c. Worksheet Tabs

The “Bidder’s Workbook” in Appendix D is the format for the “Fee Proposal.” Please review all three (3) tabs, beginning with “Instructions,” and then enter information into the “Portfolio Composition” and “Bid Results” tabs.

2d. Instructions Tab

Please thoroughly read and ensure you understand all of the instructions before proceeding.

2e. Portfolio Composition Tab

Using the table provided, please enter all of the deemed EE measure codes, associated savings and effective useful life (EUL). These values are posted in individual workpapers
associated with the technology and building type. For the most up-to-date workpapers, please refer to http://www.deeresources.net/workpapers:
  ● Username = DEER
  ● Password = 2008

Custom measures are welcomed, but the methodologies used to arrive at estimated energy savings must be clearly described and replicable.

2e. Bid Results Tab
Please enter your fuel pricing and EUL value in the table provided.
IV. EVALUATION PROCESS & SELECTION CRITERIA

A. OVERALL EVALUATION PROCESS

The evaluation process consists of the phases specified below with the following allocation of points.

**Table 5 - Evaluation Phases and Points**

<table>
<thead>
<tr>
<th>Phase No.</th>
<th>Evaluation Phase</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Minimum Qualifications</td>
<td>Pass or Fail</td>
</tr>
<tr>
<td>2</td>
<td>Written Proposal - Approach</td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>Written Proposal - Qualifications &amp; Experience</td>
<td>25</td>
</tr>
<tr>
<td>2</td>
<td>Written Proposal - Risk Tolerance &amp; References</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Fee Proposal</td>
<td>30</td>
</tr>
<tr>
<td>3</td>
<td>Oral Interviews (only if necessary)</td>
<td>50 (5 questions; 10 pts/question)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>Up to 150</td>
</tr>
</tbody>
</table>

The proposals will be evaluated by a selection committee comprised of parties with expertise in EE program design, administration and implementation. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. As mentioned in the “Introduction,” up to three (3) firms with the highest scoring proposals will be selected.

**Screening of Minimum Qualifications [Pass or Fail]**

Each proposal will be reviewed for initial determinations on whether Proposer meets minimum qualifications referenced in Section III, 1.d. of this RFP. Proposals will not be scored during the screening of Minimum Qualifications. This screening is simply a pass or fail determination as to whether the proposer has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for consideration in the evaluation process. The City reserves the right to request clarifications from proposers prior to rejecting a proposal for failure to meet the minimum qualifications. Clarifications are limited to exchanges between the City and Proposer for the purpose of clarifying certain aspects of the proposal and will not provide a
proposer the opportunity to revise or modify its proposals. Only proposals that meet the minimum qualifications can proceed to the next evaluation phases.

**Minimum Qualifications [Pass or Fail]**
Proposals must clearly demonstrate that minimum qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the department determines that the proposer does not meet minimum qualifications, the proposer may be deemed non-responsive.

The Written Proposals will be evaluated by a selection committee comprised of parties with expertise in the needed services. The City and County of San Francisco intends to evaluate the proposals generally in accordance with the criteria itemized below.

**Written Proposal - Approach [25 points]**

A. Energy Savings  
B. Scalability  
C. Customer Offering  
D. Customer Engagement  
E. Budget Justification  
F. Schedule  
G. Market Context  
H. Ex ante (Forecast) Energy Savings Methods

**Written Proposal - Experience & Qualifications [25 points]**

A. Organization Qualification  
1. Organization Structure  
2. Dedicated Personnel  
3. Project Experience - Three (3) Sample Projects (SMB-preferred)  
4. Program Experience  
5. CalTRACK Experience  
6. Ability to Deliver Services Cost-effectively  
7. Timeline  
B. Individual Qualifications  
1. Written Assurance (Yes / No)  
2. Name(s), Title(s), Rol(s)  
3. Personal Experience, Technical Background  
4. Personal Experience, Business Background  
5. Personal Experience, Customer Sales & Servicing  
6. Understanding of California and Bay Area EE Market Potential

**Written Proposal - Risk Tolerance, Financial Capacity & References [20 points]**

A. Risk Tolerance & Financial Capacity, including any exhibits (if applicable)  
B. References

---

7 No points will be assigned to references. This will be scored “Comply” or “Not Comply.”
**Written Proposal - Certification of Headquarters in Accordance with Administrative Code Chapter 12X [Yes / No]**

**Fee Proposal ([30] points)**

The City intends to award this contract to up to three (3) firms that it considers will provide the best overall services. Therefore, the City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

The Price Proposal score will be determined by the equation below and will be based on the total price proposal.

**Score Equation:**

\[
\text{Score} = \text{Maximum Points (30)} \times \frac{(\text{Highest Price Proposal} - \text{Your Price Proposal})}{(\text{Highest Price Proposal} - \text{Lowest Price Proposal})}
\]
V. CONTRACT AWARD

A. QUESTION AND ANSWER (Q&A) PERIOD

Proposers shall submit all questions concerning this Request for Proposal in writing by email only during the Question and Answer Period, ending on the date and time shown in the schedule. Questions and Answers will be posted publicly on the City’s website, see Section VI. D, “Change Notices.” Address and send all questions to:

Tessa Sanchez, Energy Efficiency Specialist
San Francisco Department of the Environment
E-mail Address: ENV-CT1802-BayREN@sfgov.org

Please reference “RFP No.” as shown on the title page.

It is the responsibility of the Proposer to check for any RFP Addendums, Q&A postings, and other updates which will be posted on the City’s Bid and Contracts website, under “Consultants and Professional Services,” from the Category Drop Down Menu: http://mission.sfgov.org/OCABidPublication, and on the Department’s website: https://sfenvironment.org/about/grants

B. CONTRACT AWARD

The Department will select a proposer with whom Department staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, the Department, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.
VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. ERRORS AND OMISSIONS IN RFP
Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 72 hours prior to the date that proposals are due. Modifications and clarifications will be made by addenda as provided below.

B. INQUIRIES REGARDING RFP
All inquiries concerning this RFP must be submitted in writing and by email only during the Question and Answer Period, ending on the date and time as shown in the “Schedule” section of the RFP. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions. Please direct all inquiries to the individual listed in Section V. B.

C. 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 less than 72 hours prior to the RFP deadline, provide written notice to the Department 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.

D. CHANGE NOTICES
The Department may modify the RFP, prior to the proposal due date, by issuing a Change Notice, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Bid Addendum(s). It is the responsibility of the proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City’s Bid and Contracts website: http://mission.sfgov.org/OCABidPublication under “Consultants and Professional Services.”

E. TERM OF PROPOSAL
Submission of a proposal signifies that the proposed services and prices are valid for 180 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.

F. REVISION OF PROPOSAL
A proposer may 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. A revised proposal must be received on or before, but no later than the proposal due date and time.
In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any proposer.

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

G. ERRORS AND OMISSIONS IN PROPOSAL
Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

H. FINANCIAL RESPONSIBILITY
The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

I. PROPOSER’S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE
Proposers 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 local 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.

**J. SUNSHINE ORDINANCE**

In accordance with S.F. Administrative Code Section 67.24(e), contractors’ bids, responses to RFPs 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.

**K. 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 S.F. 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.

**L. 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 a Request for Proposals;
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.

M. **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.

N. **LOCAL BUSINESS ENTERPRISE (LBE) 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 not apply to this RFP.
VII. CONTRACT REQUIREMENTS

A. STANDARD CONTRACT PROVISIONS
The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

B. NONDISCRIMINATION IN CONTRACTS AND BENEFITS
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 CMD’s website at http://sfgov.org/cmd/.

C. MINIMUM COMPENSATION ORDINANCE (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 amount of hourly gross compensation currently required under the MCO, see www.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 web at www.sfgov.org/olse/mco.

D. 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.

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://oewd.org/first-source and from the First Source Hiring Administrator, (415) 701-4848.

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

Individuals who will perform work for the City on behalf of the successful proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten (10) calendar days of the City notifying the successful proposer that the City has selected the proposer.
VIII. PROTEST PROCEDURES

A. **Protest of Non-Responsiveness Determination**
Within five (5) working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City'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 protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. **Protest of Non-Responsible Determination**
Within five (5) working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. 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 protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. **Protest of Contract Award**
Within five (5) working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award. 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 protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

D. **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 City received the
protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered.

Protests must be delivered to:
Lloyd Arcega - Administration
San Francisco Department of the Environment
1455 Market Street, Suite 1200,
San Francisco, CA  94103
lloyd.arcega@sfgov.org
APPENDIX A: CITY SUPPLIER (VENDOR) REQUIREMENTS

Vendor qualification is not required in order to submit a bid/proposal, but before a contract can be completed, the contractor must become a certified City vendor. The standard forms required for this process are discussed below:

A. How to become Eligible to Do Business with the City:

Before the City can award any award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms:

At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City’s supplier portal located at https://sfcitypartner.sfgov.org/:

1. Vendor Application Packet (includes New Vendor Number Request Form and IRS Form W-9)
2. CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)
3. CMD 12B-101 Declaration of Nondiscrimination in Contracts and Benefits

C. Vendor Eligibility and Invoice Payment:

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at https://sfcitypartner.sfgov.org/.

D. Vendor Eligibility Forms:

<table>
<thead>
<tr>
<th>Form</th>
<th>Purpose/Info</th>
<th>Routing</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</td>
<td>This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
</tbody>
</table>
### Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation (Form CMD-12B-101)

This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator’s **Contract Monitoring Division Equal Benefits** web page.

### Vendor Profile Application

Includes New Vendor Number Request Form and IRS Form W-9.

### E. Supplemental Forms:

<table>
<thead>
<tr>
<th>Form:</th>
<th>Required If:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Compensation Ordinance (MCO) Declaration (<a href="#">pdf</a>)</td>
<td>You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.</td>
</tr>
<tr>
<td>Health Care Accountability Ordinance (HCAO) Declaration (<a href="#">pdf</a>)</td>
<td>You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.</td>
</tr>
<tr>
<td>Insurance Requirements (<a href="#">pdf</a>)</td>
<td>The solicitation requires the successful proposer to demonstrate proof of insurance.</td>
</tr>
</tbody>
</table>
### Payment (Labor and Material) Bond (pdf)

The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.

### Performance Bond (pdf)

The solicitation requires the awarded vendor to post a Performance bond.

### Local Business Enterprise Program Application (Contract Monitoring Division)

You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City’s supplier training videos that are located online at: [https://sfcitypartner.sfgov.org/](https://sfcitypartner.sfgov.org/).
APPENDIX B: STANDARD CONTRACT TEMPLATE

P-600: Agreement for Professional Services

https://sfgov.org/oca/sites/default/files/P-600%20(PSC).pdf This link is included so that bidders will have the opportunity to review the City’s standard contract requirements. Bidders are NOT required to complete this document.
APPENDIX C: STATEMENT OF INTENT / EXECUTIVE SUMMARY TEMPLATE

<table>
<thead>
<tr>
<th>Proposer Organization</th>
<th>&lt;Response&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer Contact/Name</td>
<td>&lt;Response&gt;</td>
</tr>
<tr>
<td>Proposer Contact Title</td>
<td>&lt;Response&gt;</td>
</tr>
<tr>
<td>Proposer Contact Telephone No.</td>
<td>&lt;Response&gt;</td>
</tr>
<tr>
<td>Proposer Contact Email Address</td>
<td>&lt;Response&gt;</td>
</tr>
<tr>
<td>Proposer Address 1:</td>
<td>&lt;Response&gt;</td>
</tr>
<tr>
<td>Proposer Address 2:</td>
<td>&lt;Response&gt;</td>
</tr>
<tr>
<td>Proposer Federal Tax ID No.</td>
<td>&lt;Response&gt;</td>
</tr>
<tr>
<td>Proposer City Supplier ID No.</td>
<td>&lt;Response&gt;</td>
</tr>
</tbody>
</table>

Executive Summary:

<Response>

Statement of Intent
By signing this cover-page, I acknowledge that the San Francisco Department of the Environment (the Department) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that a contract may be negotiated for a portion of both the estimated maximum budget; that my firm must demonstrate the willingness and ability to comply with the City and County of San Francisco’s contracting requirements as set forth in Section VII and Appendix of this RFP; that my firm must demonstrate the ability to become an approved Supplier within thirty (30) calendar days after notice of intent to award, that my firm must be an approved Supplier with the City and County of San Francisco to receive a contract ("Ally Agreement"), and that there is no contract until a written contract has been signed by both parties and approved by all applicable City Agencies.

Submission of a proposal signifies that the proposed services and prices are valid for one hundred and eighty (180) calendar days from the response due date, and that the quoted process are genuine and not the result of collusion or any other anti-competitive activity.

In addition, in accordance with Administrative Code Chapter 12X, I certify that my company is headquartered at the following address, and that I will notify the City if my company’s headquarters moves:

<table>
<thead>
<tr>
<th>Current Headquarters Address:</th>
<th>&lt;Response&gt;</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature of Authorized Representative(s):</th>
<th>&lt;Signature&gt;</th>
<th>Date Signed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative(s):</td>
<td>&lt;Signature&gt;</td>
<td>Date Signed:</td>
</tr>
</tbody>
</table>

ENV-CT1802R-ENERGY (04-19) 38
APPENDIX D: BIDDER’S WORKBOOK

INSTRUCTIONS:

1. Please use the link below to access the “Bidder’s Workbook.”
   https://www.dropbox.com/s/idgdwp7h2167zwj/BayREN%20P4P%20Pricing%20Model.xlsx?dl=0

2. Save file locally to your computer.

3. Submit file as the “Fee Proposal.”
APPENDIX E: Compliance with “CPUC Decision Addressing Workforce Requirements and Third-Party Contract Terms and Conditions.”

INSTRUCTIONS:
1. Review the CPUC Requirements for Workforce Development, as they pertain to HVAC and Lighting Controls Projects:
   http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M225/K950/225950775.PDF

2. Complete, sign, date and submit the certification below with your response.

   “I, _____________________, as authorized by, (name of company), hereby certifies that I have read and understand the CPUC’s requirements for workforce development and all installations completed under the BayREN Commercial Pay-for-Performance program will fully conform with the California Public Utility Commission’s Workforce Requirements.

   I acknowledge that BayREN, the Department and the CPUC may, at any time and frequency, require proof of compliance.”

____________________________
Sign

____________________________
Print Name

____________________________
Title

____________________________
Date
## APPENDIX F: WRITTEN RESPONSE FORM

This form is provided to assist the bidder in compiling a response. Please review each section and note the page limit.

1. **Statement of Intent / Executive Summary (Up to 2 pages)**

   The Executive Summary should be a brief of the firm’s understanding of the nature and extent of the services required, overall approach in fulfilling the objectives and goals of the contract, and key strengths.

   *Delete Instruction Box Prior to Submitting*
able of Contents (Up to 2 pages)

Provide a Table of Contents detailing the sections and subsections of the proposal and the associated page numbers of each section.

Delete Instruction Box Prior to Submitting
inimum Qualifications (up to 2 pages, excluding attachments)

In this section provide documentation for the following:

- **Certifications and Licenses:** Identify all staffers with the certifications listed in Section III, Part 1b. of the RFP for BayREN Commercial P4P Program Allies.

- **Liability Insurance Information:** Provide documentation of insurance showing coverage for Workers' Compensation Insurance, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Umbrella/Excess Liability Insurance. *Prior to contract execution, an Ally must name City and County of San Francisco and BayREN as additional insureds.*

  
  *Delete Instruction Box Prior to Submitting*
Project Approach (up to 12 pages)

Describe the services and activities that your firm proposes to provide to the City and County of San Francisco and BayREN to fulfill its goals of serving the SMB in the Bay Area Region. Specifically, identify / explain the following:

a. Energy Savings
b. Sector & Diversity
c. Budget Justification
d. Market Context
e. Customer Offering
f. Customer Engagement
g. Ex ante (Forecast) Energy Savings Methods
h. Schedule
i. Scalability

*Delete Instruction Box Prior to Submitting*
Organizational Qualifications (up to 5 pages per firm)

Provide information on your firm’s background and qualifications which addresses the following:

- Basic Information
- Organizational Structure
- Dedicated Personnel
- Project Experience
- Program Experience
- CalTRACK Experience
- Ability to Deliver Services Cost-effectively
- Timeline

Please answer the following questions with Yes or No:

- m. Have any of your company’s staff persons received training on how to develop Investor Ready Energy Efficiency™ (IREE) projects, following the Investor Confidence Project (ICP) protocols?
- n. Has the bidder been the defendant in any active legal proceeding within the last five (5) years?
- o. Has the bidder filed for bankruptcy within the last five (5) years?
- p. Does the bidder have any debts or accounts payable that are delinquent by more than sixty (60) days?

_Delete Instruction Box Prior to Submitting_
6. Individual Qualifications (up to 4 pages, excluding resumes)

Provide written assurances that the key individuals listed and identified will be performing the work, and will not be substituted with other personnel or reassigned to another project without the City’s prior approval.

Additionally, provide resumes or detailed descriptions of the experiences and qualifications of all persons who will be working on the Program.

*Delete Instruction Box Prior to Submitting*
isk Tolerance and Financial Capacity (1 page, excluding attachments)

Describe your firm’s tolerance for financial risk related to the program design, especially around the NMEC-portion of the program experience and methods to mitigate them.

Delete Instruction Box Prior to Submitting
8. References (up to 2 pages)

Provide two (2) references, including the contact name, company information, affiliation, address, email address, telephone number, and any additional available contact information for each reference. References should be representatives from clients served within the last five (5) years, for whom the projects of similar size and scope to the services as described in Section II, “Scope of Work,” were completed. Proposer’s references will be used to confirm and verify Proposer’s qualifications, experiences and capacity to collaborate.

*Delete Instruction Box Prior to Submitting*