

# Request for Proposals:

## Customer Care and Billing Transformation

Agreement No. **PUC.PRO.0298**

**5/21/2024**



San Francisco  
**Water Power Sewer**  
Services of the San Francisco Public Utilities Commission

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# 1. RFP Summary

## 1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco (“City”), seeks to retain the services of a qualified Proposer<sup>1</sup> to provide:

- Utility customer service process analysis
- Utility business process analysis
- Oracle Customer Care & Billing upgrade services
- Oracle system integration

The anticipated total amount and duration of the Professional Services Agreement (“Agreement”) are as follows:

**Number of Agreements to be Awarded:** Up to 1

**Agreement Amount:** \$8,000,000.00 per Agreement

**Agreement Duration:** 4 Years

The Agreement amount is inclusive of all reimbursable costs and all optional tasks. The SFPUC reserves the right to commence, close, reduce, or extend Proposer services at any time in response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to a total of 8 years (or 96 months) and may increase the Agreement amount consistent with City requirements.

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. “The SFPUC will incorporate the Fee Schedule billing rates provided by the selected Proposer (“Contractor”) as part of its proposal into the Agreement. The standard terms of the Agreement, including the overhead and profit rate and billing rates listed in the submitted Fee Schedule, will be non-negotiable. **Contractor(s) are not guaranteed any minimum amount of work or compensation.**

The SFPUC may post additional information relating to the RFP on the SFBid website (<https://sfbid.sfwater.org/>) after issuance of the RFP. Proposers are responsible for consulting the SFBid website regularly for these updates.

## 1.2 Tentative RFP Schedule

The following chart provides tentative dates for issuance of the RFP, receipt and evaluation of proposals, as well as award of an Agreement, which are non-binding, and subject to change without prior notice:

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<sup>1</sup> “Proposer” refers to any entity responding to this Request for Proposals (RFP).

Advertisement of RFP .....	5/21/2024
Pre-Submittal Conference.....	6/4/2024
Deadline for Proposers to Submit Questions .....	6/11/2024
Deadline for Proposers to Submit Proposals .....	6/25/2024
Shortlisting and Notification of Oral Interviews .....	8/8/2024
Oral Interviews.....	8/29/2024
Posting of Proposer Ranking .....	9/19/2024
Public Utilities Commission Authorization to Execute Agreement .....	10/22/2024
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement .....	11/6/2024
Notice of Award of Agreement.....	11/26/2024

## 1.3 Pre-Submittal Conference and Site Visit

### Pre-submittal conference information:

**Date:** 6/4/2024

**Time:** 2:00 PM

**Location:**

<https://sfwater.zoom.us/j/88094262837?pwd=b0l3aUZfVU5oRDBQS1RxN2p3OTRtUT09>

The SFPUC encourages attendance at the pre-submittal conference. The SFPUC will address questions about the RFP at this conference and provide any new information at that time. While City staff may provide oral clarifications, explanations, or responses to any inquiries, the City will not be bound by any oral representation. If the City provides any new and/or substantive information in response to questions raised at the pre-submittal conference, the SFPUC will memorialize the information in a written addendum to this RFP.

**The SFPUC highly recommends Prime Proposer's attendance at the pre-submittal conference.**

Proposers are also encouraged to attend the site visit facilitated by SFPUC staff.

## 1.4 Requests for Information and Addenda/Change Notices

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be submitted in writing via the [SFBid website](#).

The SFPUC will provide any interpretation of, or make any change in, the RFP by addendum, which will become a part of the RFP and of any Agreement that the SFPUC awards. The SFPUC will make reasonable efforts to post any modifications to the RFP in a timely manner on the SFBid website.

Please refer to Sections 7.2 and 7.3 for more information regarding RFP inquiries and addenda/change notices.

## 1.5 Diversity, Equity, and Inclusion in Contracting

The SFPUC encourages diversity within its contracting opportunities. The SFPUC encourages proposals that commit not only to optimize the use of Micro-LBE, and Small-LBE firms, but also to assemble Contractor teams that reflect the diversity of the City and County of San Francisco.

The agency is committed to the promotion of racial equity. On July 14, 2020, by Resolution No. 20-0149, the SFPUC committed to racial justice by condemning systematic racism and vowing to actively promote internal and external racial equity. This effort aligns with the San Francisco Board of Supervisors' (BOS) enactment of Ordinance No. 188-19 in July of 2019, which amended Chapter 12A of the San Francisco Administrative Code to create an Office of Racial Equity with the authority to create a citywide Racial Equity Framework and required City departments to create Racial Equity Action Plans.

The SFPUC encourages Proposers to demonstrate in their proposals actionable commitment to racial justice by, for example, presenting Key/Lead Team Members, staff, and contractors, at all organizational levels, who reflect the diversity of the City and County of San Francisco in terms of gender, age, ethnicity, and race.

The SFPUC's encouragement of diversity will not affect the qualitative evaluation of proposals for this RFP. Criteria for evaluation is limited to the factors described in Section 6, Evaluation and Selection Criteria.

## **1.6 Limitations on Communications**

From the earlier of either (1) the publication of this RFP on the SFPUC's Contract Advertisement Report, or (2) the date this RFP is issued, until completion of the competitive solicitation process of this RFP, either by cancelation or by final action of the SFPUC Commission, Proposers, subcontractors, vendors, and/or their representatives or other interested parties, may communicate with the SFPUC only as instructed in this RFP.

The SFPUC strictly prohibits any attempt to communicate with or solicit any City official, representative or employee, except as instructed in this RFP. Failure to comply with this communications protocol may, at the sole discretion of the SFPUC, result in the disqualification of the Proposer or potential Proposer from the competitive solicitation process. This protocol does not apply to communications with the City regarding business not related to this RFP.

## **1.7 Social Impact Partnership (SIP) Program**

The SFPUC strives to be a good neighbor in the communities that are impacted by its water, power and sewer operations, services, and infrastructure. The SFPUC's Social Impact Partnership (SIP) Program provides an opportunity for its contractors to engage in corporate social responsibility supporting our communities.

In December 2022, by Ordinance No. 261-22, the BOS unanimously adopted San Francisco Administrative Code Chapter 21F authorizing the SFPUC to implement a SIP. Participation in the SIP Program by submission of a SIP Proposal and incorporation of Social Impact Commitments in a Covered Contract constitutes a contractor's acknowledgment and agreement that it shall



comply with the [SIP Rules and Regulations](#) as may be amended during the term of a Covered Contract.

A Proposer may voluntarily propose Social Impact Commitments as a part of its written proposal. The Proposer's Social Impact Commitments must directly benefit the communities, neighborhoods, and/or residents served by the SFPUC and/or impacted by its operations. Social Impact Commitments are in the form of financial contributions or volunteer hours to or through a Beneficiary located in the geographic area specified in this RFP. A Beneficiary may be: (1) a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code Section 501(c)(3), as amended, and all rules and regulations promulgated under that section; (2) an organization that has a fiscal agent that is a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code section 501(c)(3), as amended, and all rules and regulations promulgated under said section and which provides that organization with fiduciary oversight, financial management, and administrative services related to its operation; or (3) a public school, which may include a public school district, County Office of Education, and/or a public college or university. The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity or (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or a particular community that is the focus or target of the Social Impact Commitment.

The SFPUC invites Proposers to include a SIP Proposal detailing proposed Social Impact Commitments in accordance with [RFP Sections 5.2.1 and 5.2.9](#) which will become contractual obligations upon contract award. Proposers may be eligible to receive a bonus for a SIP Proposal as set forth in this RFP and consistent with the SIP Rules and Regulations.

## **1.8 Conflicts of Interest**

Proposers, by submission of a proposal, agree to comply fully with and be bound by all applicable provisions of state and local law related to conflicts of interest. The SFPUC advises Proposers to review Section 12 of this RFP carefully before submitting a proposal.

## 2 Background

### 2.1 San Francisco Public Utilities Commission

The SFPUC provides retail drinking water and wastewater services to San Francisco, wholesale water to three Bay Area counties, and green hydroelectric and solar power for San Francisco's residents, businesses, and municipal operations.

The mission of the SFPUC is to:

- Serve San Francisco and its Bay Area customers with reliable, high quality, and affordable water, while maximizing benefits from power operations and responsibly managing the resources entrusted to its care;
- Protect public health, public safety, and the environment by providing reliable and efficient collection, treatment, and disposal of San Francisco's wastewater;
- Conduct its business affairs in a manner that promotes efficiency, minimizes waste, and ensures rate payer confidence; and
- Promote diversity and the health, safety, and professional development of its employees.

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

The SFPUC also has three administrative divisions. External Affairs provides communications and outreach services. Business Services oversees all financial and accounting matters for the entire SFPUC. Infrastructure delivers capital improvement programs.

### 2.2 SFPUC Policies

The SFPUC has adopted several policies that reflect the agency's commitment to sustainability and environmental stewardship, environmental justice, racial justice, community benefits, and innovative technologies.

#### A. Environmental Justice Policy

On October 13, 2009, by Resolution No. 09-0170, 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 San Francisco Charter Section 8B. Refer to: [https://sfpuc.org/sites/default/files/about-us/policies-reports/Environmental-Justice-Policy\\_OCT2009.pdf](https://sfpuc.org/sites/default/files/about-us/policies-reports/Environmental-Justice-Policy_OCT2009.pdf).

#### B. Community Benefits Policy

On January 11, 2011, by Resolution No. 11-0008, the SFPUC adopted a Community Benefits Policy 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. The SIP Program is one aspect of the SFPUC's implementation of the Community Benefits Policy. Refer to: [https://sfpuc.org/sites/default/files/about-us/policies-reports/CommunityBenefits%20Policy\\_JAN2011.pdf](https://sfpuc.org/sites/default/files/about-us/policies-reports/CommunityBenefits%20Policy_JAN2011.pdf).

### **C. Technology Policy**

On September 11, 2012, by Resolution No. 12-0165, the SFPUC adopted a Technology Policy that seeks to take advantage of innovative technologies to benefit ratepayers in a manner that is consistent with its Budgetary and Ratepayer Assurance policies, practices and endorsed Level of Service goals. The key principles and criteria shall be consistent with Triple Bottom Line principles that include economic, environmental, social, leadership, and transparency. Refer to: <https://infrastructure.sfwater.org/fds/fds.aspx?lib=SFPUC&doc=1180599&data=454530615>.

### **D. Racial Justice Policy**

On July 14, 2020, by Resolution No. 20-0149, the SFPUC committed to racial justice by condemning systematic racism and vowing to take action to promote internal and external racial equity. This effort aligns with the larger City-wide legislative mandate, [Ordinance No. 188-19](#), where the BOS established the Office of Racial Equity to address racial disparities in City departments and external programs. Refer to: <https://sfpuc.sharefile.com/d-s2a41b40bc55349ac88cbeec897440594>.

## **2.3 Customer Service Bureau**

Within the SFPUC, the Customer Service Bureau (CSB) operates the administration, customer accounts, field services, and business center sections. Services include processing new service installations, service renewals, billing and collections, managing customer inquiries, cashiering and payment processing, meter reading, and field investigations.

This bureau employs about 110 positions and operates on a \$16 million annual budget. CSB is comprised of committed employees using the latest operational efficiencies to deliver complete customer satisfaction through effective customer service.

### **2.3.1 Customer Care & Billing Transformation**

The Customer Care and Billing Transformation project will update the existing Oracle Customer Care & Billing System (CCB) to Oracle's Customer Cloud Service (CCS) while analyzing,

documenting, and updating the CSB's business processes to find optimizations to reduce manual workload, errors in billing and revenue operations, and improve customer service operations through a better experience, lower costs to operate and maintain and leveraging new features and functionality made available through the cloud vendor. The primary System Integrator (SI) will facilitate identifying business processes which can be modified to align with CCS base functionality and limit or minimize customizations of the CCS platform. The Contractor will also facilitate the purchase and implementation of systems in support of the Customer Service Bureau's operations and technology upgrade roadmap.

### **2.3.2 Project Background**

CSB is undertaking a strategic technology roadmap in which the updating and migration of the Oracle CCB software to Oracle CCS is a key pillar. The CCB system is the on-premise core system of record and primary system for customer interactions regarding billing, customer inquiries, new service agreements, service shut-off, etc. The CCB system integrates with multiple other systems which perform meter reads, bill printing, payment processing, field service requests, revenue reporting, amongst other utility related activities. Through the years of operating with the on-premise CCB software, SFPUC has created manual workarounds, custom applications and reports and customizations which require operational maintenance and expense. Many of these features and functionality SFPUC has built may now be incorporated into the core Oracle CCS product and leveraging those features and functionality will reduce maintenance expense.

CSB hopes to take advantage of the continually updated CCS software features and functionality as well as automatic updates for required patching to reduce its dependence on IT resource constraints and provide its customers and CSRs with a best-in-class experience. The CSB understands that a thorough analysis of its business processes is required to minimize manual interactions and decrease exceptions which require manual intervention while increasing automation to reduce error prone touchpoints.

### **2.3.3 Project Objectives**

- Successfully implement Oracle Customer Cloud Service as a replacement for Oracle Customer Care & Billing V2.6 SP2
- Successfully lead conversion effort from CCB V2.6 SP2 to CCS
- Successfully lead creation and execution of Oracle Utilities Testing Accelerator test cases
- Implement Information Lifecycle Management for per SFPUC data retention policies
- Develop a SFPUC training strategy using a Train the Trainer approach to ensure fully trained and competent users of Oracle Customer Cloud Service using Train the Trainer methodology
- Develop a manageable automated testing suite to cover at minimum 50% of non-base, enhanced, and/or integrated functionality
- Reduce customization dependency where possible by using standard business processes built within CCS
- Establish a reporting framework that meets or exceeds business requirements including reviewing and redeveloping existing reports as necessary

- Assist SFPUC in setting up a future data retention strategy and plan
- Review SFPUC's integration frameworks, recommend future integration approaches that are sustainable and cost effective, and apply the integration methodology to the deployment of CCS as necessary
- Successfully convert meter inventory and maintenance from CCB to CCS

## 2.3.4 Current Environment

SFPUC uses Oracle Customer Care and Billing (CCB) and supports all the necessary hardware on premise. These responsibilities are shared by multiple employees across several teams with full-time and contract employees. SFPUC implemented the Oracle utility products starting in 2007.

The current CCB IT/Oracle support and development team is comprised of several staff (DBAs, developers, QA staff, Supervisor); these staff members support other applications in addition to CCB. The current SFPUC staff also has additional support staff for server administration, middleware, reporting solutions, and integrations as well as hardware support. There are Subject Matter Experts in each of the Business Areas.

### 2.3.4.1 System Users

SFPUC has approximately 2300 employees. There are approximately 300 total users that have various responsibilities within Customer Care & Billing. Depending on the employees' roles and job duties, employees are assigned role-based access to the modules. Employees work out of two locations in San Francisco, CA with employees operating remotely out of their own home 2-3 days a week. There are users outside SFPUC network at various city departments using a link provided by ITS.

### 2.3.4.2 CCB Modules

SFPUC is licensed for the following Oracle CCB modules listed below. The following modules are licensed for Residential, Commercial and Industrial Customers:

Product Description
CCB Base

CCB Credit and Collections
CCB Rating and Billing
CCB Rating and Billing for Interval Data (Not Using)
CCB Cashiering
CCB Task Optimization Tools
CCB to Oracle EBS for GL and AP

### **2.3.4.3 Current Technical Environment**

SFPUC runs and supports three CCB environments – Test, Stage, and Production. Each environment generally consists of three key components – 1 Oracle RDBMS, 1 application server (web), and 1 application server (batch). The components are more accurately described below. All 3 environments are fully integrated.

Each tier is deployed on its own machine running Oracle Linux 7.x (Application and Database Tiers). All servers are virtual machines running on Oracle Virtual Manager. Storage on production is all flash and network attached. Environments running below production class are still using network attached storage but are a mix of flash and rotating disks.

SFPUC positions the storage and computing components in two separate locations based on environment level. The two locations are serviced by redundant connections. Please assume that all virtual machines are configured to run with high priority on their assigned hardware. Virtual machine migrations are rare and done in a temporary manner for hardware maintenance.

The current production database is approximately 500GB.

### **2.3.4.4 Current Systems and Business Processes**

### **2.3.4.5 Meter and Equipment Managment**

The existing CCB provides information regarding all meter and MTU assets. This includes the majority of meters and items that are housed inside CCB which is currently our system of record. There are approximately 185,000 meters in

inventory in CCB. SFPUC uses an external Meter Data Management system. Meter reads from Itron, AMI and Beacon are added to CCB for billing purposes. Additionally, wholesale account reads are entered manually after visual reads occur. Exceptions are worked in CCB. These meter records are also updated when meter activities occur such as when an installation, removal or exchange fieldwork order is completed.

#### **2.3.4.6 Meter Reading and Metering Systems**

SFPUC reads meters monthly using a traditional download-read-upload process on iPhone devices. SFPUC uses Itron's Field Collection System (FCS) to manage manual meter reading.

SFPUC sends a request file to a hosted AMI application which returns a response file which is loaded into CCB via a batch process.

For Itron reads, each day's scheduled meter readings are staged and downloaded to the iPhones by a meter reader supervisor. The handhelds provide meter readers real-time validation for high-low when entered on the handhelds. Meter readers can enter skip and trouble codes related to each read, which initiates specific follow-up work to be generated.

#### **2.3.4.7 Billing and Printing**

Monthly billing is currently accomplished through a variety of activities to load meter readings, process adjustments, credits, refunds, transfers, and account finalization. During calendar year 2022, SFPUC created over 2.1 million bills from CCB. SFPUC also performs Off Cycle billing to bill adjustments to accounts for charges prior to their initial monthly bill or before their next monthly billing occurs. A total of 30 bill cycles can be used today for a variety of organization and processing purposes, although the typical month consists of 20 or 21 workdays.

SFPUC provides our POSTROUT files from CCB to our EBPP vendor, the bill print provider, where they manage, render, and store the bill images that are then sent to the City of San Francisco's Print Shop (Repro) printed and mailed to our customers. The Electronic Bill Presentment and Payment vendor (EBPP) stores images of the bills that are archived and stored at EBPP. The View Bill link inside CCB displays the stored images hosted by the EBPP vendor when selecting that option at the bill notebook in CCB.

#### **2.3.4.8 Letter Generation**

SFPUC uses an extract from CCB to send to the EBPP to create letters that are mailed to our customers. Final notices, final bill reminder/collection agency referral notices, NSF, and cash only letters are produced along with the bill

print process and are sent to the bill print provider (Repro) for printing and mailing. Other letter types are generated and printed locally as needed.

The image files created for final notices are stored by the EBPP vendor and can be accessed for reprinting as necessary through the EBPP vendor portal. SFPUC expects to maintain the ability to create, change, and print letters through the CCS system.

### **2.3.4.9 Deposits**

SFPUC currently bills deposits via Off Cycle Billing in CCB. Deposit amounts are based on prior history with the SFPUC. SFPUC does not use the base CCB deposit generator. Collected deposits are kept on accounts for 12 months, at which time the deposit is applied to the balance until the deposit is depleted. SFPUC does not use the base CCB deposit review process. Any remaining balances owed to the customer at termination of service is issued via a check through a manual process.

### **2.3.4.10 Payment Processing**

SFPUC currently accepts payments through the following channels:

- In Person Payments: Cash, Check, Money Order, Credit Card
- Mail or Payment Drop Box: Cash, Check and Money Order
- IVR: E-Check, Credit Card, Debit Card
- On-line (one time and recurring): E-Check, Credit Card, Debit Card
- Automatic EFT (handled by our third-party EBPP vendor)
- Batch Payments

SFPUC currently uses the CCB cashiering module as a utility wide cashiering solution. Payments made in person are entered directly into CCB.

SFPUC uses the MA Customer Self-Service Portal for customers to make real-time payments via ACH, credit cards, and debit cards. The MA portal is a custom-made application, external to CCB. Customers are also allowed to sign up for automatic payments through this portal. The future solution should incorporate this functionality into CCS's self-services module.

US Bank, Chase Bank, the EBPP vendor and miscellaneous payment files are uploaded to the CCB staging tables using batch processes.

### **2.3.4.11 Customer Self Service**

SFPUC customers can currently access their accounts online utilizing the "My Account" (MA) Customer Self-Service portal. Processes within MA include:

- View billing, payment, usage



- Hourly and daily meter reads from AMI are staged in the Meter Data Management System - AWMP Data Reservoir (ADR) and used for presenting consumption to customers
- Make real-time payments through our payment Vendor (via a redirect inside the portal) Make scheduled or recurring payments
- Make updates to user profile and mailing address
- Enroll in services such as Auto Pay and Paperless Billing

#### **2.3.4.12 Active Delinquency Process**

All utility bills are due fifteen (15) days from the bill create date or on the override due date. If unpaid after the due date, the customer is sent a final notice and their internal credit score is affected. Customers become eligible for disconnection when they have a pre-determined threshold amount remaining past the due date of the final notice. The threshold amount is currently set at a minimum of \$50.00. Customers who fail to comply with the agreed terms of a promise to pay, 24-hour extension or pay plan agreement are eligible for disconnection if they are at or above threshold amount. Delinquent (cutoff) service orders are sent to our fieldwork application for distribution and field completion.

#### **2.3.4.13 Service Order Distribution and Management**

SFPUC currently uses Clevest for our mobile work management (MWM) systems to organize, issue and complete field service orders. Maximo is used for our work asset management system (WAM). Service orders are created in CCB through a web service integration to MWM and WAM. During calendar year 2021, 175k field activities were created in CCB to be worked in either MWM or WAM. Field Work employees carry Panasonic Toughbooks out to the field to use in completing the work. Currently, once completed the order information is updated in CCB via web service integration.

#### **2.3.4.14 Reporting**

SFPUC uses several methods and tools to meet the enterprise reporting requirements. Cognos, SQL query exports, and database replication are all tools in use today.

#### **2.3.4.15 Current Financial System**

SFPUC currently uses Peoplesoft for financials, including General Ledger and Accounts Payable. SFPUC is looking to adopt best practices surrounding CCS to Peoplesoft integrations for customer refunds and refund cancelations. SFPUC does not have an automated bank recon process in place. Reconciliation is done

manually by the Business and Systems Support (BASS) team and our expectation is to automate reconciliation while not losing functionality.

#### **2.3.4.16 Bureau of Delinquent Revenue**

SFPUC currently refers delinquent debt for most accounts from CCB to the Bureau of Delinquent Revenue (BDR), the collection agency engages in collecting the payments for customer's outstanding balances on behalf of SFPUC.

Only accounts with outstanding balances greater than \$25 are referred to the collection agency. SFPUC provides BDR with a file containing delinquent account information such as, but not limited to: Account Name, Mailing Address, Phone Number and Current Balance. Credit amounts posted on the SFPUC account that relieve the customer of his/her debt, partially or fully are reported to the collection agency as well. These credit amounts could be direct payments to SFPUC or tax refunds via the NC Debt Set Off Process.

BDR provides SFPUC with an invoice which indicates payments collected from SFPUC customers and either how much SFPUC owes for services they provided or how much SFPUC will receive from them provided in the spreadsheet to be processed ONLINE.

#### **2.3.4.17 Interactive Voice Response (IVR)**

SFPUC provides customers the option of transacting business via IVR technology. Interactive Voice Response provides callers automated access to their accounts for account balance, last payment received and disconnect date. The retrieval of account information from CCB is triggered by customers providing their account number when interacting with the IVR. The IVR invokes a web service call to CCB to retrieve and authenticate the account to provide account related information.

A customer contact type is also created to inform the system that a contact was made.

## **3 Scope of Services**

### **3.1 Description of Services**

SFPUC is beginning a business transformation based on implementing Oracle CCS/C2M (Customer to meter) to replace on-premises CCB and migrate "My Account" self-service portal to a self-service portal solution. SFPUC is seeking proposals for a primary System Integrator (SI)

as a partner in a successful implementation of CCS and in implementing its technology roadmap and procurement of software and SaaS services in support of the roadmap.

Respondents should carefully examine the full content of this RFP package for a complete understanding of the scope, strategies, and detailed requirements for this program.

### **3.1.1 Upgrade Objectives**

#### **3.1.1.1 Business**

- Perform assessment of current system configurations, customizations, algorithms, reports, integrations and procedures provided in the Exhibits (1, 2, and 3) to determine those that can be eliminated or replaced by leveraging base functionality offered in CCS or adjusting business processes that achieve desired requirements. Provide results and recommendations for SFPUC's review and acceptance. The assessment should also include review of existing production systems, inclusive of architecture design, configurations, network and hardware infrastructure, and provide detailed recommendations to ensure compatibility with upgrade requirements.
- Upon determination based on the assessment of current environment and configuration, provide scope of work to implement base functionality, configuration, and processes to replace customizations identified.
- Implement new Features/Functionalities/Improved Business Processes:
  - We want to take advantage of new features and functionalities where it is appropriate for supporting our business needs and can be fulfilled with minimal impact to the overall upgrade timeline. We also want to discontinue using any customization if an appropriate alternative is available in Oracle CCS.
- Implement the Customer Service Bureau's technology roadmap and

#### **3.1.1.2 Platform & Data**

- Data Migration
  - Migrate configuration from CCB to CCS to meet current functional requirements.
  - Migrate and configure current rates from CCB to CCS.
  - Migrate and configure Field Activities to CCS Service Order Management.
  - Migrate relevant customer and billing data from CCB to CCS
- Convert Java programs and other customizations that could not be eliminated to Groovy
- Establish a data retention policy:
  - SFPUC plans to maintain 7 years of historical transactions from our current CCB application.
  - At a minimum, the most current 3 years (36 months) of data should be converted and housed inside the CCS application.

- Respondent should devise a plan for the remainder of the 7 years of data to be housed in a non-converted data warehouse that can be accessed by SFPUC employees as needed. This would also include a plan for future migration of data beyond the 3 years that reside inside the CCS application.

### **3.1.1.3 Technical**

- Setup DevOps tools to work with CCS environment configuring pipelines, code repositories, IDE, and other components to enable SFPUC CCS support team to use the DevOps tools with CSS.
- Integrate or coordinate integration with (Single Sign-On) Oracle Identity & Access Management for SAML and multi-factor authentication

### **3.1.1.4 Integration**

- Develop integration approaches for financial, work management, and other systems SFPUC is open to exploring new middleware technology that supports integrations to our current enterprise and is sustainable for future projects.

### **3.1.1.5 Reporting**

- Establish a reporting framework:
  - Review the reporting use cases, establish paths forward to satisfy the requirements, recommend approaches, and staff to fulfill the needs.
  - SFPUC currently uses Cognos for reporting
  - SFPUC looks to the respondent to recommend solutions which could include managing a private or third-party data warehouse if deemed necessary.
  - Develop a strategy for online querying/reporting access as well as the ability to create database tables for reporting needs.

### **3.1.1.6 Self-Service Portal**

**The consultant will lead the selection process and implementation of a Customer Self-Service System (CSS).** This includes an assessment of our needs and requirements and how these requirements map to various CSS on the market. SFPUC will review the recommendation and be responsible for the final selection. Once selection has been made, the consultant will be responsible for contracting with the CSS provider for services to implement and integrate the CSS with Oracle CCS and other systems as needed per SFPUC's requirements. SFPUC will have final sign off on the implementation statement of work (SOW). If the consultant does not require 3<sup>rd</sup> party services for the implementation, the consultant will provide their own SOW for the services to be reviewed and approved by SFPUC. SFPUC may choose to contract directly with the CSS vendor on the licensing agreement.

1. The City seeks a turnkey complete working solution free from defect. Any incidental items omitted in the Contract will be provided as part of the Contractor's price. The Contractor will fully identify, describe, and document all systems that are delivered as a part of the project. All hardware, software, supplies, and other required components such as documentation, conversion, training, and maintenance for the project to be complete and useful to the City must be included in the proposal and price. *This is not required for the initial SOW, as these details will be unknown at that time.*
2. The Contractor will describe the support, assistance, and facilities it wants from the City other than what the City has described within this RFP.
3. The contractor will migrate relevant data including functionality mentioned in section 2.3.15
4. The Contractor will integrate the self-service portal with Oracle CSS, the electronic bill pay and payment systems and any other systems required for full functionality
5. The solution will be compliant with federal and state ADA standards
6. The contractor will provided a detailed implementation plan to include, but not limited to the following items:
  1. Plan and Schedule
  2. User Department Engagement Plan
  3. Discovery
  4. Design
  5. Configuration of System
  6. Integration Workshops/Documentation
  7. Testing Plan/Testing
  8. Transition Plan
  9. Transition and Go-Live
  10. Support

#### **3.1.1.7 Testing**

- Setup and configure Oracle Utilities Testing Accelerator (UTA) tool or comparable testing tool for use during the different testing phases (unit, system, integration, user acceptance, regression, patching, and performance). If a comparable tool will be used, include licensing estimates for ongoing usage of the tool and scripts
- Complete a minimum of 3 cycles of parallel billing to ensure accurate data and configuration migration

#### **3.1.1.8 Change Management**

- Provide documentation for configuration and training to:
  - Key business users and IT support staff on new features/functionalities implemented as part of the upgrade
  - Technical resources for the new environment including but not limited to debug and troubleshooting

- Provide initial end user training for the system, modified and new processes and procedures
- Provide train the trainer materials and training for the CSB BASS team to carry forward

#### **3.1.1.9 Other Software and Services**

- Provide procurement and implementation services for software and software-as-a-service licensing for systems which may be required for customer care and billing operations

#### **3.1.1.10 Project Management**

The Contractor is to provide a project management structure and resource plan with the necessary personnel, roles, experience and expertise to successfully upgrade and migrate SFPUC to CCS.

## **3.2 Business Expectations**

SFPUC expects the Respondent(s) to provide leadership during product configuration to implement common and/or best practices to optimally use the applications' functionality. SFPUC will rely principally upon product configuration rather than product modifications and prefers to modify its business processes to fit the technology workflow. Customization to any of the software is to be avoided unless necessary and approved by the appropriate SFPUC authorities.

SFPUC is committed to embrace universal business processes that are enabled by the baseline software solution and expects the Respondent to provide consultation to SFPUC through the process of standardization of business process review and as part of the organizational change management portion of the proposal.

SFPUC is seeking proposals for a successful CCS implementation and post-implementation support. Including but not limited to project management, analysis, design, development, conversion, configuration, testing, organizational change management, training, implementation, reporting, documentation, and post-implementation support.

SFPUC may engage current vendors for certain key services/integration related to validating solution design. In this scenario, SFPUC expects Respondent to participate and collaborate fully with the SFPUC vendors to achieve a final solution design for our integrations that aligns with product design and strategy. SFPUC expects full transparency in all communications between all parties involved in this transformation effort.

### **3.2.1 Post-Upgrade Support**

Following go-live of the upgrade, consulting firm will provide a minimum of three months of support in resolving upgrade-related issues.

## **3.3 Other Projects**

Following are projects SFPUC expects to be positioned to work on in parallel to the CCS implementation or after. These projects are outside of the scope of this RFP. Your proposal should be able to support SFPUC's other projects. These projects listed below are for expectations and informational purposes only:

### **3.3.1 Electronic Bill Payment & Presentment**

The current electronic bill pay provider is integrated with the legacy CCB system and a separate RFP and project will be run to either extend the current EBPP system or to replace with another vendor. SFPUC is seeking a vendor which reduces the complexity of integration for the various payment types SFPUC accepts.

## **3.4 Technical Strategies**

### **3.4.1 Customer Cloud Service (CCS)**

SFPUC has procured the Oracle CCS platform services for use during and after this program implementation. SFPUC will require the software provider to handle software installation, hosting, and maintenance of all necessary environments alongside and in partnership with SFPUC's information technology services (ITS). The software provider will not provide implementation or maintenance services for design, build, test, or deployment of the CCS system, conversion, or configuration, as these services will be provided by the system implementer.

Respondent will play a significant role in defining technical architecture detailed requirements in order to implement and operate a successful platform. Proposals should maintain technical architecture responsibilities, with the understanding that coordination will be required with the SFPUC selected provider.

### **3.4.2 Middleware**

SFPUC currently uses CCB and custom scripts to directly integrate with systems and business partners, however, we would consider a different solution based on ease of management and cost effectiveness. Respondents will work with SFPUC to design and execute an integration plan incorporating either our current process or another solution as deemed appropriate.

### 3.4.3 Batch Scheduling

SFPUC does not have an existing enterprise batch scheduler and is expecting to utilize scheduling capabilities built into CCS for the needs of this implementation. Respondent should incorporate this expectation into their proposal or present an alternative approach along with justification.

### 3.4.4 Data Access and Reporting

It is important for the Respondent to understand our current state of reporting. SFPUC supports approximately 68 reports related to CCB using one of our approaches – Ad-hoc, OUA, or COGNOS.

In many cases SFPUC takes advantage of and has extended the Oracle Utilities Analytics data warehouse to accomplish goals and objectives. The historical information has been deemed important by our business partners. SFPUC expects that the business functions supported by these reports will be supported with the new solution.

SFPUC is looking for the Respondent to offer a complete data and reporting strategy and solution based on their experience with similar projects. SFPUC will consider all reasonable options including the use of a self-managed data warehouse if deemed necessary. If a Data Warehouse is recommended, the Respondent is to supply the recommended approach including the full effort and costing within the Proposal. All solutions should be considerate of cost-effectiveness, maintenance, and accessibility of data.

SFPUC currently has the following tools and skillsets available to contribute: BI Publisher, PowerBI, some data warehousing experience. It is SFPUC's preference that all reporting come from one tool, if possible (e.g. Oracle data analytics).

## 3.5 Agreement Term and Schedule

The Agreement will have a duration of 4 Years.

The SFPUC reserves the right to commence, close, reduce or extend Contractor's services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term for up to an additional 4 years, for a total of 8 years (or 96 months).

## 3.6 Detailed Description of Tasks

The following is a detailed description of the tasks required to complete the assignment.

Project Phase	Deliverable
Planning	Integrated Project Plan (IPP)



Planning	Kick-Off Meeting Completed
Planning	Requirements Traceability Matrix (RTM)
Planning	Solutioning Workshop Schedule
Planning	OCM (Organizational Change Management) Strategy
Planning	Communication Strategy
Planning	Environment Plan
Planning	Configuration Migration Plan
Planning	External Vendor Strategy
Solutioning	Solution Workshops Complete
Solutioning	Reporting Strategy (Framework)
Solutioning	Updated Requirements Traceability Matrix (RTM)
Solutioning	Solution Documents Approved
Solutioning	Interface Strategy Document
Solutioning	RICEW (Reports, Interfaces, Conversions, Enhancements, and Workflows) Code Objects Delivered
Solutioning	Training Strategy Complete
Solutioning	Testing Strategy
Solutioning	Test Plan
Solutioning	Test Scripts for ST (System Test) & SIT (System Integration Test)
Solutioning	Automated Test Scripts Workshop
Solutioning	Change Impact Assessment
Solutioning	Knowledge Transfer Strategy & Knowledge Transfer Plan
Solutioning	Change Management Plan
Solutioning	New and Revised Business Processes
Solutioning	Data Conversion Strategy

Solutioning	Data Conversion Design and Mapping Document
Testing	Go/No-Go Criteria
Testing	Production Readiness Assessment Plan
Testing	System Test Exit Report
Testing	System Integration Test Exit Report
Testing	Performance Testing Exit Report
Testing	Bill Comparison Exit Report
Testing	User Acceptance Testing (UAT) Exit Report
Testing	Technical Training Exit Report Completed
Testing	Train-the-Trainer Training Exit Report Completed
Testing	Mock Conversion 1 Completed
Testing	Mock Conversion 2 Completed
Testing	Mock Conversion 3 Completed
Deployment	Cutover Plan
Deployment	Dress Rehearsal 1 Completed
Deployment	Dress Rehearsal 2 Completed
Deployment	Production Environment Ready
Deployment	Production Readiness Assessment Results
Deployment	Go/No-Go Criteria Evaluation
Deployment	Conversion Balancing Report
Deployment	System Live
Stabilization	Final System Acceptance Certificate
Stabilization	Project Closure Report
Stabilization	Post Go-live Survey
Stabilization	Code packages with fixes and test results

### **3.7 City Staff Responsibilities**

The work to be performed and responsibilities to be assumed by City staff are as follows:

City staff will cooperate with providing requirements and details regarding PUC billing operations

City staff will conduct user acceptance testing and cooperate with data validation activities

### **3.8 General Obligations**

Contractor's Project deliverables will submit project deliverables in three stages: Outline, Draft and Final. Contractor must submit deliverables in Microsoft Word format with track changes turned on.

To minimize cost, we are open to remote work for the project team, provided their working hours are aligned with the Pacific time zone.

The Respondent must not be involved in any litigation that may potentially impact the Respondent's ability to implement and deliver the proposed solution and provide any required personnel or support. The Respondent must disclose any and all existing and pending litigation in the RFP response.

## 4 Minimum Qualifications

A Proposer must possess the minimum qualifications set forth below to be eligible to submit a proposal in response to this RFP. Proposals must clearly demonstrate possession of the specified minimum qualifications. The SFPUC may reject Proposers that do not clearly demonstrate possession of the minimum qualifications without further consideration. The SFPUC reserves the right to request clarification from Proposers that fail to meet any minimum qualification requirement(s) prior to rejecting a proposal.

### 4.1 Prime Proposer and Joint Venture Partners Qualifications

A Proposer cannot be a Prime Proposer or Joint Venture (JV) Partner on more than one proposal. In addition, a Prime Proposer or JV Partner that intends to be listed as a subcontractor on another competing proposal must fully disclose that intention to the impacted parties. Any JV responding to this RFP must clearly identify the lead Proposer (referred to hereafter as the Lead JV Partner).

#### A. Prime Proposer or JV Partners Qualifications

To qualify as a **Prime Proposer** or **JV Partner** for the Agreement, the Prime Proposer or JV Partner must possess, at a minimum, the following qualifications:

- Prime Proposer/JV Partners leadership team (managers) must have at a minimum of 5 years experience each in utilities with:
  - Best practices
  - Modifying business processes
  - Change management
- Experience with a project in upgrading on-prem Oracle CCB to Oracle Customer Cloud Service Experience with a utility with over 100,000 meters
- Experience with a project leading a conversion from CCB to CCS
- Experience with a project integrating Oracle Customer Cloud Service with Tier I work management, customer self-service, and financial systems
- Experience with a project in training program development with Oracle CCS
- Active member of the Oracle Partner Network (OPN)&) & Cloud Service Track
- Project team members interfacing with SFPUC must be physically located in the United States

# 5 Proposal Response Format

## 5.1 Proposal Submission

Proposals must be submitted online via the [SFBid website](#).

For technical or procedural questions regarding the online submittal, please contact [sfbid@sfgwater.org](mailto:sfbid@sfgwater.org).

## 5.2 Proposal Requirements and Format

Detailed proposal response requirements are listed below and on the online response form within SFBid (“Proposal Response Form”). Please refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. Proposers must not use the “Make Link” or “Add Image” features in the formatted text response fields. Inclusion of links (other than email addresses) or images in the text response fields may result in rejection of a proposal. The proposal must include the following information and take the following actions:

### 5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer and if a JV is responding to this RFP, the Lead JV Partner. If available, please provide your City “Bidder” or “Supplier” number.

By submitting a proposal, Proposer agrees to the following commitments and the commitments listed in the Proposal Response Form:

- Proposer has reviewed the Conflict of Interest section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the qualifications and experience to perform and complete the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Agreement (see Appendix A);
- Proposer has reviewed the Limitations on Communications section of this RFP and certifies compliance with all communications instructions and restrictions;
- Proposer agrees to acknowledge and respect all SFPUC policies (see Section 2.2);
- Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco.
- Proposer warrants its proposal contains only truthful and accurate information;
- If submitting a voluntary SIP Proposal, Proposer agrees to keep its Social Impact Commitments offer (as specified in its SIP Proposal) open for the SFPUC’s acceptance until such time as the Agreement is finally awarded and approved as required by law unless the SFPUC rejects all proposals before award;

- If submitting a voluntary SIP Proposal, Proposer has read the SIP Rules and Regulations and agrees to fully comply with the terms and conditions of the SIP.

### 5.2.2 Executive Summary

Proposer must provide an executive summary limited to no more than 5 pages that:

- Includes a brief overview of the proposal's principal elements;
- Demonstrates an understanding of the project objectives; and
- Describes the Proposer's approach for carrying out the scope of services.

### 5.2.3 Proposer Qualifications

Proposer must provide a description and background summary of the Prime Proposer's or JV Partners' consulting firm(s), and subcontractors. The summary must include corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required to accomplish the work successfully.

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 must demonstrate proven experience in managing and leading.

Proposer must clearly demonstrate that the Prime Proposer (or JV Partners) meet all the minimum qualification requirements outlined in Section 4, Minimum Qualifications.

Proposer must include information on their experience with similar projects at other utilities, including:

- Details regarding three CCB to CCS projects including: size of utility, duration of project, complexity of project and number of test cases for an upgrade from CCB to CCS
- Does your company have proven accelerators and/or templates for business process improvements?

### 5.2.4 Reference Projects

Proposer must provide a description of at least three projects previously managed by the Prime Proposer or JV Partners within the last 10 years, which must be related to Oracle CC&B or CCS and at least one of those must be for a project migrating from CC&B to CCS with no less than 100,000 meters. The reference projects must demonstrate the following:

- Ability to work with Oracle support
- Project management and ability to accurately manage timelines, risks, and project stakeholders
- Experience developing training and train-the-trainer materials on new processes and CCS
- Experience and methodology for technology governance and change controls
- Ability to deliver projects on-time and on budget

A Proposer may not selectively choose projects. Rather, the Proposer must submit project

descriptions for the most recent projects that are relevant to the services requested in this RFP. Failure to submit the most recent, relevant projects may result in the SFPUC deeming the proposal non-responsive and/or deducting points.

If a Proposer responding to this RFP identifies an SFPUC project as a qualifying project reference, and the identified project complies with RFP reference requirements and was subject to the SFPUC's Consultant Performance Evaluation (CPE) process (see Appendix J), then SFPUC staff may forward either the most recent annual CPE or the final CPE for the project, as appropriate, to the Technical Panel.

Each project description must include:

- Project name;
- Project scope summary;
- Project start and completion dates;
- Project costs (prime [or JV partners] consulting fee and total project cost);
- Proposer's role and responsibilities in the project;
- Proposer's performance on delivering the project on schedule and on budget;
- Proposer staff members who worked on the project; and
- Client name, reference, and contact information.

### **5.2.5 Work Approach**

Proposer must describe its overall work approach. Specifically address the following:

- Overall approach for meeting goals and objectives of this RFP;
- Project methodology
  - Describe your approach to the upgrade. What are the high-level tasks? How many iterations?
  - Describe your approach for configuration and remediation of problems and issues.
  - Our Subject Matter Experts and IT Support Team have daily operational work which they will continue to be responsible for during the upgrade. What is your Project Resource Plan estimate for SFPUC resources? What percentage of time will SFPUC resources need to devote to the upgrade project?
- Describe your company's process improvement experience/capabilities
- Project Plan
  - Please provide a detailed sample project plan with an accurate estimate duration, identify the critical path, milestones for payment and all phases from project kick off to post project support. Other than basic smoke tests, SFPUC will be responsible for scheduling and executing all end-to-end system testing. Based on SFPUC's research, we anticipate a project schedule of 14-18 months, but are open to alternative proposed schedules with appropriate justification. The sample project plan will not count towards the page

- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (quality assurance/quality control);
- Change order management
  - Provide proposed change order management process. If change requests come up that were not part of the original scope of the project, how are they handled?
- Approach for monitoring expended labor hours and tracking various factors affecting task costs; include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items.
- Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances.
- Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget.
- Approach and procedures for contending with the public in adversarial or difficult situations.
- Team organization, availability of individuals identified in the proposal, and proposed internal (within Contractor's team) and external (including City departments) reporting relationships; and
- Location where the work is to be managed and location where each component of the work is to be performed.
- SFPUC does not have an existing enterprise batch scheduler and is expecting to utilize scheduling capabilities built into CCS for the needs of this implementation. Respondent should incorporate this expectation into their proposal or present an alternative approach along with justification.

## 5.2.6 Team Organizational Chart

As instructed in the Proposal Response Form, attach an organizational chart that illustrates the team structure (include the integration/interaction with SFPUC project team staff). Note the firm name and title/role for each team member.

- Please provide a resource plan. The resource plan should include name, role/function and supporting resume of the proposed team members, any supporting resources, and project organization chart. Any changes to the resource plan after the project is initiated will require SFPUC management approval.

## 5.2.7 Fee Schedule

Appendix B – Fee Schedule is a required form. Instructions are located in the instructions tab of Appendix B.



1. Summary tab captures the total cost from all tabs. Provide summary explanations of each cost summary, if necessary.
2. Professional Services: In the white cells, enter the professional services/project management cost of the implementation. Provide explanations for implementation costs, if necessary.
3. Interfaces: in the white cells, enter the costs to develop the interfaces that will be implemented using the professional services labor from above. Provide explanations for interface development costs, if necessary.
4. Reports: in the white cells, enter the costs to develop the reports that will be implemented using the professional services labor from above. Provide explanations for reports development costs, if necessary.
5. Self-Service Portal – In the white cells, enter the costs to determine requirements for the self-service portal platform, along with estimated procurement costs and any professional service labor which may be required to configure the system.
6. Detailed evaluation instructions are located in the "Instructions" tab of Appendix B.

#### **A. Applicable Rates/Tasks**

Proposals must include 2024 billing rates. The Agreement will permit Contractor to escalate its 2024 billing rates only based on the annual percentage change of the Consumer Price Index for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

**The maximum billing rate is \$220/hour.**

It is within the sole discretion of the SFPUC to reject any proposal that does not completely fill out the Fee Schedule provided in this RFP and/or does not comply with the Fee Schedule requirements.

All costs to manage and administer the services under the Agreement must be included in each firm's Fee Schedule. Only individuals identified in the proposal or approved by the SFPUC Contract Manager to be added, and who are performing tasks directly related to the Agreement, may charge their time on approved task orders.

#### **B. Individual Contractor**

An Individual Contractor, for purposes of the Fee Schedule, is an individual staff team member proposed by Proposer who is compensated by Proposer under an hourly contract pay rate instead of an hourly base payroll labor rate. An Individual Contractor must be listed as a separate line item in the Fee Schedule. The Individual Contractor's name, entity, and hourly pay rate shall be listed, and the hourly pay rate extended to a billing rate with a 1.00 OPR pass-through. The Individual Contractor's hourly pay rate must be verifiable by an executed written contract with the Proposer. Markup on an Individual Contractor is limited to 5% of the Individual Contractor's proposed billed cost.

Provision of Individual Contractors for proposed services under the Agreement shall not exceed 3% of the proposal Total Actual Labor Cost. If Proposer's Individual Contractor is later replaced or substituted after the Agreement is executed, the billing rate of any new Individual Contractor

must not exceed the billing rate proposed in the Fee Schedule for the position.

### **C. Rates and Markups**

The Proposer's billing rates provided in the Fee Schedule may be subject to negotiation prior to award of contract and non-negotiable for the duration of the Agreement.

The SFPUC may require the Proposer 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 Fee Schedule). 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. The City expects Contractor to provide the services of individuals listed in the Fee Schedule for whom resumes and qualifications have been submitted as part of the proposal.

Contractor's subcontractor markups shall not exceed 5% of subcontractors' actual labor costs. The Agreement will not permit markups on ODCs or materials for either the Proposer or its subcontractors.

Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firm's proposed overhead rate (including salary burden and fringe benefits) and proposed profit rate.

### **D. Other Direct Costs**

Direct reimbursable expenses (or "other direct costs" (ODCs)) shall include actual direct costs (with no markup) of expenses directly incurred in performing the work. **All ODCs must receive written pre-approval from the SFPUC Contract Manager.**

The following items will be eligible for reimbursement as ODCs:

- Task-specific out-of-town travel as requested by the SFPUC ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine. These costs may include:
  - Rental vehicle or car share: 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: The SFPUC will pay Contractor on a per mile basis as established by the United States 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 must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor must submit to the SFPUC an approved mileage log and expense report with its monthly invoices.
  - Project vehicle rental/lease cost, gasoline, tolls, and parking. The Contractor must request the project vehicle and receive pre-authorization by SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and

an expense report are required for consideration of reimbursement. Since auto insurance is already part of the Agreement, the SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from Contractor's temporary home is not eligible for reimbursement.

- Specialty printing ("specialty," as used herein, shall mean large volume printing and color printing and requires prior written approval from SFPUC project staff and documentation of the written approval from the SFPUC must be included with the invoice);
- Task-related permit fees;
- Expedited courier services when requested by SFPUC staff; and
- Task-specific safety equipment.

Only the ODCs listed above are eligible for reimbursement; Such expenses not eligible for reimbursement 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, and travel from Contractor's home office to SFPUC facilities not requested by the SFPUC;
- Routine travel from Contractor's home office to SFPUC facilities or to Moccasin;
- 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, communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Ergonomic office equipment; and
- Postage and courier services that are not requested by SFPUC staff.

### **5.2.8 Diversity, Equity, and Inclusion Submittal**

Proposers may submit as a part of their proposals a copy of the company's Diversity, Equity, and Inclusion (DEI) plan or Racial Equity Plan (REP). Submission of a DEI plan or REP is voluntary. If submitted, the SFPUC will not qualitatively score the plan. However, Proposers may receive points in the evaluation process for submission of a plan (see Section 6.2, Overall Evaluation Process). This plan is a part of a company's strategy to build and to foster diversity and create an inclusive, equitable, and sustainable culture and work environment.

The DEI submittal, if submitted, must be submitted by uploading a PDF copy of the plan in the Proposal Response Form.

## 5.2.9 The SFPUC Social Impact Partnership (SIP) Program

### 5.2.9.1 Generally

Consistent with the SFPUC Commission's [Environmental Justice](#), [Community Benefits](#) and [Racial Justice](#) Policies, the SFPUC encourages Proposers to join the SFPUC in delivering concrete, positive benefits to communities served and/or impacted by SFPUC projects, operations, or contracts by voluntarily participating in the SFPUC Social Impact Partnership (SIP) Program. Information on the SIP Program can be found at [www.sfpuc.org/social-impact](http://www.sfpuc.org/social-impact).

Proposers interested in participating in the SIP Program must follow the instructions of this [Section 5.2.9](#) and the SFPUC [SIP Program Rules and Regulations](#). All capitalized terms in this Specification are as defined in the SIP Rules and Regulations.

This RFP (Solicitation) is for a Covered Contract under the SIP Program. A Proposer that wishes to participate in the Program must submit a SIP Proposal with its technical proposal. A Proposer with a compliant SIP Proposal is eligible for a bonus in the competitive evaluation.

The SIP Program is one component of the competitive process for Covered Contracts and may, or may not, be a deciding factor in determining the successful Contractor. The SFPUC will consider each SIP Program Commitment Proposal (SIP Proposal) as a factor separate from and in addition to other qualitative or quantitative scoring criteria for the Covered Contract. Following a competitive process, the SFPUC may or may not award a Covered Contract and reserves the right in all Solicitations to reject any or all proposals.

Where, and if, there are any conflicts or discrepancies between the language in this section, the SIP Proposal, and the SIP Rules and Regulations, the SIP Rules and Regulations shall prevail as the final understanding and agreement between the Proposer and the SFPUC.

### 5.2.9.2 SIP Proposals and Proposed Commitments

To participate in the SIP Program, a prospective Contractor (Proposer) must submit a SIP Proposal in response to this Solicitation. Proposers should provide a SIP Proposal [[on the SIP Proposal Response Form, located in Appendix D](#)]. Participation in the SIP Program by submission of a SIP Proposal constitutes Contractor's acknowledgement and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract.

SIP Proposals must be submitted utilizing [SIP Proposal Form, provided in Appendix D](#). The SFPUC may deem any SIP Proposal not meeting this requirement nonresponsive.

A SIP Proposal may include one or more proposed commitments (Proposed Commitment). For each Proposed Commitment, Proposer shall identify:

- (A) Commitment Type and Amount,
- (B) Program Area(s),
- (C) Geographic Area(s),
- (D) Contractor's Key SIP Program Personnel,
- (E) SIP Work Approach, and
- (F) Performance Measures, Deliverables, and Accountability

#### **A. Proposed Commitment Type and Amount**

Proposed Commitments for participation in the SIP Program must be in the form of:

- (1) Direct Financial Contributions that Proposer will pay directly to a Beneficiary; and/or
- (2) Volunteer Hours that Proposer will provide to support a Beneficiary.

The amount of a Proposed Commitment must be delivered as direct services and programming in support of a Program Area (see (B) below) where key performance indicators and outcomes can be reported, not toward a Beneficiary's general operating or overhead costs, fundraising events, or other non-program-based expenses. Proposed Commitments shall not include Contractor's costs associated with participation in the SIP Program, such as administrative costs, employee time, SIP Program reporting requirements, costs to deliver the Proposed Commitment, or cost of travel to/from Commitment locations. All such costs shall be borne by the Contractor at no cost to the SFPUC.

The Contractor's funding or performance of its Proposed Commitment may not be conditioned upon, tied to, or dependent on receipt of any funds from the SFPUC for the Covered Contract, including amounts held by the City in retention.

Proposers shall not include any language conditioning the delivery of their Proposed Commitments in any way. Proposed Commitments must be clear, unambiguous, and leave no room for interpretation or require any future changes, modifications, reconsideration, or reevaluation. If Proposer's SIP Proposal includes language conditioning the delivery of Contractor's Social Impact Commitments in any way, the SFPUC will deem the SIP Proposal non-responsive.

#### **B. Program Areas**

A Proposed Commitment must be performed in one or more of the following Program Area(s):

**Job Exposure, Training, and Internships:** Focused on building a diverse and skilled pool of workers for the twenty-first century, and may include local recruitment, case management, barrier removal, soft skills training, technical skills training via California State-approved apprenticeship programs and community-based organizations, or

building the worker pipeline to meet State and City-mandated workforce and contracting requirements.

**Small Business Support:** Focused on the support of small local businesses in the communities adjacent to the project, and may include training, mentoring, technical assistance, or business development, especially in the construction and professional service industries.

**Public Education:** Focused on strategies that promote science and engineering education and educational advancement for local disadvantaged communities through partnerships with local educational nonprofits and public schools that take into consideration the priorities of the local public school district.

**Environment and Community Health:** Focused on strategies to address environmental justice disparities, improve health outcomes in the community, nurture environmental stewardship, and support the continued presence and well-being of long-term residents and businesses in local communities.

### C. Geographic Areas

A Proposed Commitment must be performed in **the City and County of San Francisco**, an area that has been or will be impacted by the SFPUC's projects, operations, and/or work associated with this Covered Contract Solicitation.

### D. The Contractor's Key SIP Program Personnel

The Proposer must identify its key SIP Program personnel. The key personnel shall include a SIP Executive-in-Charge and a SIP Coordinator. The SIP Executive-in-Charge will manage the implementation of the SIP Commitments, provide oversight, and ensure that the Contractor delivers that proposed Social Impact Commitments in a transparent and accountable manner. The SIP Coordinator will organize, plan, track, and report on the progress of all Social Impact Commitments.

### E. SIP Work Approach

SIP Proposals must include a description of the Proposer's overall approach to the delivery of its Proposed Commitments, and how Proposer will structure its Proposed Commitment as part of a cohesive and integrated plan. The Proposer's SIP Proposal must describe measurable, quantifiable, and positive outcomes to the community(ies) aligning with the Program Areas (see (B) above).

### F. Performance Measures, Deliverables, and Accountability

SIP Proposals must provide a description of the Proposer's internal processes and system(s) for accountability, such as plans for tracking, monitoring, and reporting on the delivery of its

Proposed Commitments. Proposers must provide detailed descriptions of accountability methods that the SFPUC may use to measure actual delivery of the Proposed Commitments to the communities that the Proposed Commitments are intended to benefit. To maximize transparency and accountability, Proposers must propose a process or mechanism by which the SFPUC can independently verify that the Proposers actually delivered the funds and/or provided the volunteer resources specified in the Proposed Commitments.

### **5.2.9.3 Covered Contract SIP Program Requirements**

#### **A. SOCIAL IMPACT COMMITMENTS**

A Covered Contract shall incorporate the Contractor's Proposed Commitments from its SIP Proposal as Social Impact Commitments, and the Contractor shall be obligated to perform the Commitments during the term of the Covered Contract.

The Contractor's obligation to perform a Social Impact Commitment is separate from, and in addition to, any other regulatory or legal requirements under the Covered Contract, including but not limited to, the requirements of the Local Business Enterprise program, Local Hire, First Source Hiring, Project Labor Agreement, or any other requirements of the City or other regulatory entity.

The Contractor's provision of Social Impact Commitments does not entitle it to additional work beyond that specified within the Covered Contract.

The Contractor shall indemnify and defend the City and any of its officers or employees from all damages, costs, or expenses in law or equity, or claims for same, that may arise from the performance of Social Impact Commitments. The Contractor shall bear sole responsibility and liability, if any, for any breach of the SIP Program provisions of its Covered Contract, the SIP Rules and Regulations, or San Francisco Administrative Code 21F.

#### **B. SUBCONTRACTORS**

Subcontractors may participate in the delivery of Social Impact Commitments. The Contractor, however, shall remain solely responsible for the performance of such Commitments. A Contractor may not condition a subcontract on participation in the SIP Program and cannot pass through the contractual obligation (or the cost) to perform Social Impact Commitment to a subcontractor, subconsultant, or vendor.

The Contractor may retain entities or individuals to assist in implementing its SIP Commitments so long as any cost incurred to pay those entities or individuals is not charged or otherwise passed through to the SFPUC.

#### **C. TERM OF COMMITMENT DELIVERY AND COMPLETION**

The Contractor's Social Impact Commitment must be fulfilled during the term of the Covered Contract, or during the term specified in the Covered Contract for the delivery of Commitments. Actions taken by the Contractor before the term of the Covered Contract begins or after it ends may not count towards the fulfillment of the Social Impact Commitment for that contract.

When the Contractor has demonstrated and the SFPUC has confirmed completion of each SIP Commitment, all SIP Program requirements under these Rules and Regulations and the SIP provisions of the Covered Contract shall be deemed satisfied. If Social Impact Commitments have been fulfilled and all of the required reporting and documentation has been submitted, the Contractor may request a closeout letter from the SFPUC. A closeout letter shall not excuse performance of additional Social Impact Commitments if the Covered Contract is increased as provided under Rule 4.4 of the SIP Rules and Regulations regarding Modifications.

#### **D. MODIFICATIONS**

##### **1. Contract Increases**

When a SFPUC Covered Contract modification results in an increase of 10% or more of the original Covered Contract amount, the Contractor shall propose a proportional increase to its Social Impact Commitment(s) for the Covered Contract. Such increase shall be proportional to the increase in contract amount under the modification and shall not increase costs to the SFPUC. Approval of any such modification will be contingent on confirmation by the SFPUC that the Social Impact Commitment value is proportionate. Contractor shall be obligated to deliver the proportionally increased SIP Commitment(s).

#### **E. SIP WORK PLANS**

Unless otherwise specified in a Solicitation or Covered Contract, the Contractor must submit a proposed SIP Work Plan within 60 days of issuance of a **Notice of Contract Award**. The SFPUC and the Contractor will then meet and confer on the proposed SIP Work Plan and the SIP Program requirements. The SFPUC will use the final SIP Work Plan to assess progress on Social Impact Commitment delivery regularly throughout the term of the Covered Contract.

A SIP Work Plan shall include the following detailed information:

##### **1. Social Impact Commitment Information**

The Contractor shall identify the Commitment type and amount, the Beneficiary (see Rules 1.0 and 2.3), and the Program Area for each Social Impact Commitment and confirm that Contractor will perform its SIP obligations in the designated Geographic Area.

##### **2. Performance Benchmark Information**

The Contractor shall identify key benchmarks that align with the underlying technical Covered Contract schedule. Specifically, SIP Work Plan benchmarks shall detail how the Contractor plans to be on track with Commitment delivery at 25%, 50%, 75%, and 100% of Covered Contract



completion (defined as being within 10% of the progress and completion of the underlying contractual term).

### **3. Beneficiary Information**

In its SIP Work Plan (and not in its SIP Proposal), the Contractor shall identify Beneficiary(ies) for each Social Impact Commitment by name and address.

Contractors must independently verify the following information about each Beneficiary:

1. Eligibility: (1) Confirmation of current 501(c)3 status by requesting a link to the organization's profile on the State Registry of Charitable Trusts and verifying that registry status is "current" or by receiving a copy of official State documentation providing current nonprofit status; or (2) confirmation of a public school through the California Department of Education website: <https://www.cde.ca.gov/schooldirectory>.
2. Program Area and Geographic Area: The Beneficiary provides services within the identified Program Area(s) and Geographic Area(s).
3. Independence: The Beneficiary is not owned, operated, or controlled by the Contractor or its subcontractor(s) or any respective officer or employee or Relative of an officer or employee.

The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity; (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or particular community that is the focus or target of the Social Impact Commitment; or (3) entity subject to an order of debarment or suspension under San Francisco Administrative Code Chapter 28.

A Beneficiary must be independent of the Contractor and its subcontractor(s) (at any tier) and their respective officers and employees. No Contractor or subcontractor officer or employee or Relative of an officer or employee may own, control, or manage a Beneficiary.

The SIP Work Plan shall obligate the Contractor to enter into memoranda of understanding with all Beneficiary(ies) that will receive \$10,000 or more in Social Impact Commitments. Each memorandum must specify the purpose of the contribution and require the Beneficiary to report to the Contractor on key performance indicators for the Social Impact Commitment.

### **F. REPORTING**

Contractors must submit regular, bi-annual, SIP Program performance reports to the SFPUC. Reports must include a statement of compliance signed by an authorized representative of the Contractor indicating that the report is accurate and complete.

Contractors shall submit all reports, required documentation, and details regarding key performance indicators to the SFPUC via the online portal: [www.sfpuc.org/SIPreporting](http://www.sfpuc.org/SIPreporting). Substantiating Documentation. Further, Contractors must submit documentation with its reports to substantiate that it delivered the Social Impact Commitments and any funds or volunteer hours associated therewith (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, proof of funds transfer, sign-in sheets for events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities).

SFPUC will not accept reports submitted without substantiating documentation. Contractors must complete reporting at the end of each reporting period, including any period in which there are no activities. Failing to report and/or no response by the specified deadlines will be considered non-compliance and subject the Contractor to corrective action (see Rule 5 of the SIP Rules and Regulations regarding Enforcement).

The biannual reporting periods are as follows:

Q1/Q2 Biannual Report for Social Impact Commitments delivered between July 1 to December 31, and all required documentation. Reporting deadline: January 31.

Q3/Q4 Biannual Report for Social Impact Commitments delivered between January 1 to June 30, and all required documentation. Reporting deadline: July 31.

Contractors will receive reminder emails from the SFPUC leading up to the biannual reporting deadlines, and after submission will receive a notification of receipt. Non-receipt of a reminder email will not excuse Contractor from its SIP Commitment obligations.

The SFPUC will review all submitted reports and supporting documentation for completion and accuracy, and will contact Contractors regarding any missing information or questions regarding their submissions.

Contractors must notify the SFPUC of any staffing changes related to the Contractor's SIP Executive in Charge and the SIP Coordinator within 30 days of a staffing change.

## **G. MONITORING**

All Contractors shall cooperate fully with the SFPUC in monitoring and compliance activities regarding the Covered Contract.

The SFPUC will regularly monitor progress made on each SIP Covered Contract to ensure the delivery of Commitments are on track and within 10% of the progress and completion of the underlying contractual term.

SFPUC shall provide Contractors with biannual summaries of Commitment delivery to date, following each reporting period deadline.

Contractors should confirm on the public [dashboard](#) that their performance and progress towards satisfying their Social Impact Commitments has been recorded accurately following bi-annual reporting.

SFPUC shall issue a report for each Covered Contract before final payment is issued to confirm compliance with the Social Impact Commitments and contractual requirements.

The SFPUC reserves the right to verify documentation at any time, including contacting Beneficiaries to confirm receipt of Commitments.

### **5.2.10 CMD Forms**

Proposals must include the completed CMD forms from CMD Attachment **2** (v. 7/1/2022). Attach the completed CMD forms included in Appendix C:

- Form 2A – CMD Contract Participation Form
- Form 2B – “Good Faith Efforts” Requirements Form
- Form 3 – CMD Compliance Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form.

### **5.2.11 Other Required Forms**

Proposals must also include the following completed forms:

- Other City Forms (see Section 10, Additional City Requirements, for more information):
  - Minimum Compensation Ordinance (MCO) Declaration, included as Appendix F;
  - Health Care Accountability Ordinance (HCAO) Declaration, included as Appendix G; and
  - First Source Hiring Program Agreement, included as Appendix H.
- Release of Liability and Waiver, included as Appendix I.

## 6 Evaluation and Selection Criteria

This section describes the process for analyzing and evaluating proposals. SFPUC and CMD staff first perform an initial review of proposals as described in Section 6.1 below.

### 6.1 Initial Review

SFPUC and CMD staff will review each proposal for initial determinations on responsiveness. Elements reviewed will include, without limitation: proposal completeness, compliance with format requirements, compliance with minimum qualification requirements, verifiable references, compliance with Chapter 14B requirements, and responsiveness to the material terms and conditions of the Agreement (see Appendix A).

The SFPUC will not score proposals during the initial review. This initial review will provide a pass/fail determination as to whether a proposal meets the threshold requirements described above. The SFPUC will deem non-responsive any proposal that fails to meet these requirements. The City reserves the right to request clarification from Proposers prior to rejecting a proposal for failure to meet the initial review requirements. The SFPUC will limit clarifications to exchanges between the City and a Proposer for the purpose of clarifying certain aspects of the proposal. The City will not provide a Proposer the opportunity to revise or modify its proposal.

Proposals that pass this initial review process will proceed to the overall evaluation process described in Section 6.2 below. The SFPUC will not include any proposal deemed non-responsive in the overall evaluation process.

### 6.2 Overall Evaluation Process

The evaluation process will consist of the below phases with the following allocation of points:

Written Proposal	545
DEI Submittal	5
Oral Interview	450
<b>TOTAL</b>	<b>1,000</b>
SIP Proposal (potential SIP bonus points)	<b>50</b>
<b>TOTAL with SIP Bonus Points</b>	<b>1,050</b>

The maximum total score for the evaluation process will be **1,000 points**

The assigned CMD Contract Compliance Officer will assign a rating bonus at each eligible evaluation stage, if applicable.

Responsive proposals that meet all of the minimum qualification requirements will be distributed to the Technical Panel for evaluation. The Technical Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the SFPUC, other City

agencies, and/or other utilities or other public entities. A separate panel (“SIP Panel”) will evaluate any voluntary SIP Submittals (see Section 6.2.5). The SFPUC will not include staff closely involved with the preparation of this RFP and the development of the scope of services on any of the selection panels.

Proposers must obtain a minimum score of 327 points (60% of available points) on their written proposal (first phase of the evaluation process) to be considered for a panel interview (second phase of the evaluation process). A score greater than 327 points or 60% on the written proposal will not automatically guarantee an invitation to the second phase of the evaluation process. Only the top four ranked Proposers will be short-listed to continue on with oral interviews.

### 6.2.1 Written Proposal Evaluation

The Technical Panel will evaluate, and score written proposals using the following point scale:

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Qualifications	4.1, 4.2, and 5.2.3	180
Key/Lead Team Member Qualifications	4.3, 5.2.3, and 5.2.6	115
Reference Projects	5.2.4	180
Work Approach	5.2.5	50
Team Organizational Chart	5.2.7	20
TOTAL POINTS		545

The assigned CMD Contract Compliance Officer will assess proposal compliance with Chapter 14B requirements and assign a rating bonus to the written proposal score, if applicable.

SFPUC will tabulate the written proposal scores, or CMD-adjusted written proposal scores (if applicable), and rank the Proposers starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

### 6.2.2 Oral Interview Evaluation

The Technical Panel will hold oral interviews with the short-listed Proposers. The SFPUC will send a letter to all short-listed Proposers regarding the format of the interview, the scoring criteria to be used during the interview, and the composition of the Proposer team to participate in the interview. The SFPUC reserves the right to limit participation in the panel interviews to Proposers’ Key/Lead Team Members and to exclude, for example, subcontractors on multiple teams, or individuals not listed in the technical written proposal. The SFPUC also reserves the right to disallow substitution of team members invited to participate in the oral interviews.

The oral interview evaluation process may include (and be scored based on) either or both (1) a

presentation, and (2) interview questions from the Technical Panel. The same set of interview questions will be used for all Proposers. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary.

The Technical Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses. The CMD Contract Compliance Officer will assign a rating bonus to the oral interview score, if applicable. The SFPUC will then tabulate the oral interview scores, or CMD-adjusted oral interview scores (if applicable)

### **6.2.3 DEI Submittal Evaluation**

If submitted, the SFPUC will not qualitatively score the DEI plan. However, Proposers may receive points in the evaluation process for submission of a plan (see Section 5.2.8, Diversity, Equity, and Inclusion Submittal, and Section 6.2, Overall Evaluation Process).

### **6.2.4 Fee Schedule**

**"SFPUC will not score Proposals based on the Fee Schedule for this Project.**

### **6.2.5 SIP Evaluation and Scoring Process**

#### **6.2.4.1 Review for Compliant SIP Proposals**

Proposers that wish to participate in the SIP Program must provide a SIP **on the SIP Proposal Response Form, located in Appendix D**. Participation in the SIP Program by submission of a SIP Proposal constitutes Contractor's acknowledgement and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract. If a Proposer does not follow these submission requirements, SFPUC may deem such Proposal non-responsive.

SFPUC SIP staff will confirm that the Proposed Commitment type and amount conform to the requirements of this Covered Contract's Solicitation; that each Proposed Commitment is within a Program Area; that each Proposed Commitment is within the Geographic Area specified in the Solicitation; and that a SIP Executive in Charge and a SIP Coordinator are identified (compliant Proposed Commitment). Only a compliant Proposed Commitment is eligible for evaluation and application of the bonus. SFPUC Staff, acting as a selection panel, will assign a Commitment value to each compliant Proposed Commitment, calculated as total Direct Financial Contributions plus total Volunteer Hours (at a rate of \$150/hour). SFPUC will assign a total Commitment value to the SIP Proposal.

SFPUC will not include non-compliant Proposed Commitments or portions of Proposed Commitments in the evaluation or the calculation of Commitment value. Notwithstanding, the SFPUC reserves the right in its sole discretion to waive nonmaterial defects in a SIP Proposal.

Proposers shall not add any language conditioning the delivery of its Social Impact Commitments. Proposed SIP Commitments unequivocally bind the selected Contractor to its

Social Impact Commitments. If a Proposer includes language conditioning delivery of its Social Impact Commitments on its SIP Proposal Form, SFPUC will deem the Proposal non-compliant, and Proposer will not be eligible to receive any SIP bonus points.

#### 6.2.4.2 Application of Bonus

The SIP bonus for this procurement will be up to 5% of the total points allocated to the underlying technical portion of the Solicitation. SFPUC will review the SIP Work Approach and Performance Measures, Deliverables, and Accountability sections (paragraphs 5.2.9.2 E and F, above) only for responsiveness (SFPUC will not score these sections). The responsive SIP Proposal with the total highest Commitment value will receive the maximum available 5% Bonus. SIP Proposals with lower total Commitment values will receive a Bonus prorated in comparison to the Proposal with the highest Commitment value. For example:

SIP Proposals Submitted By 3 Proposers (A, B, and C)	Proposer A: Proposes 3,000 Volunteer Hours and \$550,000 in Direct Financial Contributions	Proposer B: Proposes \$500,000 in Direct Financial Contributions	Proposer C: No SIP Proposal Submitted
Calculation of SIP Commitment Value	3,000 Hours X \$150/Hour = \$450,000 Value + \$550,000 Direct Financial Contributions Value	\$500,000 Direct Financial Contributions Value	0 Volunteer Hours + \$0 Financial Contributions
Total Value of Proposed SIP Commitments	\$1,000,000	\$500,000	\$0
Pro-Rated SIP Bonus (up to maximum 5% of the total points allocated to the underlying technical portion of the Solicitation)	5% of the total points allocated to the technical portion of the Solicitation	2.5% of the total points allocated to the technical portion of the Solicitation	0% of the total points allocated to the technical portion of the Solicitation
Using Hypothetical Scenario Where 100 Total Points Are Allocated to the Underlying Technical Portion of the Solicitation, Number of SIP Bonus Points that Would be Added to	5	2.5	0

Each Proposer's Underlying Technical Score (Which is Separately Evaluated)			
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## 6.3 Final Scoring

The SFPUC will tabulate the evaluation scores for the technical written proposal, DEI submittal, oral interview and any SIP bonus points, including any applicable CMD rating bonuses, and then rank Proposers, starting with the Proposer receiving the highest total score, then continuing with the Proposer receiving the second-highest total score, and so on. The SFPUC will identify the Proposer with the highest total score as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

# 7 Standard Agreement Language

By submitting a proposal, Proposer acknowledges that it has read, understands, and agrees, if selected, to enter into the City's Agreement as set forth in Appendix A, without changes to the Agreement terms and conditions. The SFPUC will not negotiate the standard terms of the Agreement. By submitting a proposal, Proposer accepts the standard terms of the Agreement and will not seek to propose negotiation of any of its terms.

## 7.1 Agreement Preparation

The SFPUC at its sole discretion may invite the highest-ranked Proposer to negotiate the proposed billing rates, and staffing listed in the submitted Fee Schedule. The SFPUC reserves the right to proceed to negotiation with the next highest-ranked Proposer if the SFPUC does not reach an agreement with that Proposer.

If the parties reach an agreement in principle, the SFPUC General Manager will make a recommendation to the SFPUC Commission for award of the Agreement. The Agreement may be subject to approval by the BOS pursuant to San Francisco Charter Section 9.118.

Failure by the Proposer to obtain compliance with City requirements and execute an Agreement within two weeks of the date of the SFPUC Commission's authorization to execute the Agreement may result in the SFPUC General Manager's executing an Agreement with the next highest-ranked Proposer. The SFPUC, at its sole discretion, may select another Proposer and may proceed against the original Contractor for damages.

The SFPUC will issue a Notice of Contract Award after the Contractor obtains all necessary City approvals, submits required documents, executes the Agreement, and the City Controller certifies the Agreement.

## 7.2 Agreement Administration



The SFPUC may direct the Contractor to perform work in phases. The SFPUC will determine the work to be conducted under each phase and authorize the start of each phase in accordance with the overall agreed upon project schedule.

The City strictly prohibits the Contractor from commencing work under the Agreement until the SFPUC issues a written Notice to Proceed (NTP). The City shall not be liable for payment for any work performed by the Contractor prior to the City's issuance of an NTP.

In accordance with San Francisco Administrative Code Chapter 6, no proposal is accepted and no contract in excess of \$200,000 is awarded by the City until such time as the SFPUC General Manager recommends the contract award and the SFPUC Commission then adopts a resolution awarding the contract.

# 8 Terms and Conditions for Receipt of Proposals

## 8.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all appendices. Proposers must notify the SFPUC promptly, in writing, upon discovery of any ambiguity, discrepancy, omission, or other error in the RFP. Modifications and clarifications will be made by addenda as specified in Section 8.3 below. The City is not obligated to issue addenda in response to any request submitted after the Deadline for Proposers to Submit Questions (see RFP Section 1.2).

## 8.2 Inquiries Regarding RFP

All requests for information concerning the RFP, whether submitted before or after the pre-submittal conference, must be submitted in writing via the [SFBid website](#). The SFPUC will memorialize any substantive replies in written addenda to be made part of this RFP. The SFPUC will post all addenda on the SFBid website. This RFP will only be governed by information provided through written addenda. The SFPUC will not accept any questions or requests for interpretation, with the exception of CMD or City contracting inquiries, after the Deadline for Proposers to Submit Questions (see RFP Section 1.2), however Proposers may still deliver via email to CAB@sfgwater.org..

If any new and/or substantive information is provided in response to questions raised at the pre-submittal conference, it will be memorialized in a written addendum to this RFP and posted on the SFBid website.

For questions concerning CMD certification requirements for equal benefits, Proposers should refer to the CMD website at <https://sf.gov/departments/contract-monitoring-division>.

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

## 8.3 Interpretation and Addenda/Change Notices

Any interpretations of, or change in, the RFP will be made by addendum and shall become a part of the RFP and of any Agreement awarded. The SFPUC will post change notices in the form of addenda on the [SFBid website](#).

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the SFBid website. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal submission deadline regardless of when the proposal is submitted. Therefore, the City

recommends that the Proposer check the SFBid website before submitting its proposal to determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

## 8.4 Objections to RFP Terms

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all appendices and all addenda), including but not limited to objections based on allegations that: (i) the RFP is unlawful in whole or in part; (ii) one or more of the requirements of the RFP is onerous, unfair or unclear; (iii) the structure of the RFP does not provide a correct or optimal process for the solicitation of the Services; (iv) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (v) the RFP unnecessarily precludes alternative solutions to the Services or project at issue, the prospective Proposer must provide timely written notice of objection as set forth below.

- A. An objection must be in writing and must be received by the City no later than 5:00 p.m. on the 10th working date prior to the deadline for proposal submission deadline (as that deadline may be adjusted by addenda). If an objection is mailed, the prospective Proposer bears the risk of non-delivery within the required time period. Proposers must transmit objections by a means that will objectively establish the date and time of receipt by the City. The City will not consider any objections or notices of objections delivered orally (e.g., by telephone).
- B. Proposers must deliver any objections to: [cab@sfgwater.org](mailto:cab@sfgwater.org) and [shale@sfgwater.org](mailto:shale@sfgwater.org)  
Subject: **PUC.PRO.0298 Customer Care and Billing Transformation**
- C. Any objection shall state the basis for the objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.
- D. The City, at its discretion, may make a determination regarding an objection without requesting further documents or information from the prospective Proposer that submitted the objection. Accordingly, the initial objection must include all grounds of objection and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the objection is submitted. If the prospective Proposer later raises new grounds or evidence that were not included in the initial objection, but which could have been raised at that time, then the City may decide not to consider such new grounds or new evidence.
- E. Upon receipt of a timely and proper objection, the City will review the objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Proposer. At the completion of its investigation, the City will provide a written determination to the prospective Proposer that submitted the objection. If required, the City may extend the proposal submission deadline to allow sufficient time to review and investigate the objection and issue addenda to incorporate any necessary changes to the RFP.
- F. The City will not consider objections not received within the time and manner specified. A

Proposer's failure to provide the City with a written objection as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeiture of the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.

- G. A Proposer may not rely on an objection submitted by another Proposer, but must timely pursue its own objection.

## **8.5 Reserved (Signature Requirements)**

## **8.6 Term of Proposal**

By submitting a proposal for consideration, the Proposer agrees that: (1) the proposed services and prices constitute an offer that is irrevocable for 120 calendar days from the proposal submission deadline, and that the City may accept the offer at any time after submission through the end of the 120th calendar day following the deadline for submission of proposals; and (2) the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

## **8.7 Revision of Proposal**

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

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

A Proposer may withdraw its proposal prior to the proposal submission deadline by following the prompts on the [SFBid website](#). Once withdrawn, a Proposer may submit a revised proposal through SFBid ahead of the proposal deadline.

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

## **8.8 Errors and Omissions in Proposal**

Failure by the SFPUC to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the Proposer from full compliance with the specifications of the RFP or any Agreement awarded pursuant to the RFP.

## **8.9 Financial Responsibility**

The SFPUC accepts no financial responsibility for any costs incurred by a Proposer in either responding to this RFP, participating in oral presentations, or negotiating an Agreement with the SFPUC. The proposals in response to the RFP will become the property of the SFPUC and may be used by the SFPUC in any way it deems appropriate.

## **8.10 Proposer's Obligations Under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the San Francisco Campaign and Governmental Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations for such contract until (1) the termination of negotiations for such contract; or (2) three months have elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office; and
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (i) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (ii) a City officer or employee contacts a Proposer to propose that the Proposer apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a RFP, and requests to be placed on a mailing list do not constitute negotiations.

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

- 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.
- 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.
- 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.

## **8.11 Sunshine Ordinance**

In accordance with San Francisco Administrative Code Section 67.24(e), Proposers' 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 entity's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this section will be made available to the public upon request.

## **8.12 Public Access to Meetings and Records**

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City-funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal: (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

## **8.13 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:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Award fewer than the anticipated number of Agreements;
- Reissue an RFP;
- 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;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

## **8.14 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.

## 9 CMD Requirements

### 9.1 Chapter 14B LBE Subcontracting Participation and Good Faith Outreach Requirements

The requirements of the Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively, the “LBE Ordinance”) shall apply to this RFP.

#### 9.1.1 LBE Subcontracting Participation Requirements

0%

The LBE subcontracting participation requirement is **waived for this contract**.

Proposer must comply with all requirements of the LBE Ordinance and CMD Attachment 2 (v. 7/1/2022). Please read CMD Attachment 2 carefully in its entirety.

#### 9.1.2 LBE Prime/JV Participation

##### LBE Rating Bonus

The following rating bonus will be in effect for the award of the Agreement for any Proposers CMD has certified as LBEs.

##### **Contracts with an Estimate Cost in Excess of \$10,000 and Less Than or Equal to \$10,000,000:**

###### **A. General**

CMD-certified San Francisco Micro-LBEs, Small-LBEs, and SBA-LBEs, including certified non-profit organizations, are eligible for an LBE rating bonus (as applicable under Section 14B.7 of the LBE Ordinance) if the LBE is CMD-certified in the type of work that is specified for the Proposer by the SFPUC.

The assigned CMD Contract Compliance Officer will apply these rating bonuses to each evaluation stage of the selection process, as applicable. The rating bonus provided under B, D and E of this section can be combined with each other except for the Mentor-Protégé rating bonus. Proposer may receive up to a maximum rating bonus of 13% depending on the particular application listed below. A Proposer may only claim one rating bonus under each of the following subsections:

Standard rating bonus

###### **Standard Rating Bonus**

Application of the standard rating bonus shall be as follows:



- A 10% rating bonus will apply to any proposals submitted by CMD-certified Small-LBEs or Micro-LBEs. SBA-LBEs are not eligible for a 10% rating bonus. **OR**
- The rating bonus for a JV with LBE participation is as follows:
  - 10% for each JV among Small-LBE and/or Micro-LBE Proposers.
  - 5% for each JV which includes at least 35% (but less than 40%) participation by Small-LBE and/or Micro-LBE Proposers.
  - 7.5% for each JV that includes 40% or more in participation by Small-LBE and/or Micro-LBE Proposers.

Pursuant to Section 14B.7(F) of the LBE Ordinance, SBA-LBEs are not eligible for the rating bonus when joint venturing with a non-LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the JV will be entitled to the JV rating bonus only to the extent of the Micro-LBE or Small-LBE participation.

Each Small-LBE and/or Micro-LBE JV partner must be responsible for a clearly defined portion of the work to be performed. The rating bonus is applied only when the Small-LBE and/or Micro-LBE JV partner has sufficient skill, experience, and financial capacity to perform the portion of the work identified for the Small-LBE and/or Micro-LBE JV partner. This portion must be set forth in detail separately from the work to be performed by the non-LBE JV partner. Each JV partner must meet the minimum qualifications listed for the Prime Proposer or JV partner as outlined in this RFP. Each JV partner must be listed to perform prime level work and each JV partner must possess the license required by the RFP (if applicable). The LBE JV partner(s) must be CMD-certified in the area that they are listed to perform in order to be eligible for the rating bonus. The JV partners must be jointly responsible for the overall project management, control, and compliance with Chapter 14B requirements.

### 9.1.3 CMD Forms

Proposals must include the following CMD forms contained in CMD Attachment 2 (v. 7/1/2022)

- Form 2A – CMD Contract Participation Form
- Form 3 – CMD Compliance Affidavit
- Form 4 – CMD Joint Venture Form (if applicable)
- Form 5 – CMD Employment Form

Failure to complete, sign, and submit each of the required CMD forms with the proposal may result in the proposal being deemed non-responsive and rejected. Direct all inquiries concerning the Chapter 14B requirements to Adriana Duran, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-3104 or [adriana.duran@sfgov.org](mailto:adriana.duran@sfgov.org).

The City strongly encourages proposals from qualified LBEs. For questions concerning becoming certified as an LBE, please call (415) 581-2310 or visit the CMD website at

<https://sf.gov/departments/contract-monitoring-division>.

Labor and Employment Code Article 131 Requirements (Equal Benefits) Effective June 1, 1997, Chapter 12B of the San Francisco Administrative Code was amended to prohibit the City from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. On October 24, 2023, the Board of Supervisors passed an ordinance establishing a new Labor and Employment Code to better organize San Francisco's various employment and labor laws. Through this ordinance, which is operative as of January 4, 2024, a number of the City's contracting provisions have been redesignated in a new Labor and Employment Code. However, this redesignation did not change the substance or meaning of the provisions; it has simply changed where the provisions can be found and how they are referred to. For example, the Equal Benefits Ordinance, formerly 12B, is now Article 131 of the Labor and Employment Code. However, substantively, it is not different than when it was 12B. Proposers should establish compliance with Article 131 before execution of the Agreement if not already compliant. Important: 131/12B Declarations must be submitted online through the City's supplier portal. CMD has developed rules of procedure and various resource materials explaining the Equal Benefits Program. These materials are available by calling the CMD Equal Benefits Unit at (415) 581-2310 or by visiting the CMD website at <https://sf.gov/departments/contract-monitoring-division>.

The selected Proposer must be in compliance with the Equal Benefits Provisions of Article 131 of the San Francisco Labor and Employment Code either at the time of contract award, or within two weeks of the date of the SFPUC Commission's authorization to award; failure of the selected Proposer to obtain compliance certification from CMD may, in the SFPUC General Manager's sole discretion, result in award of the Agreement to the next highest-ranked Proposer, or re-advertising and re-selecting contractors at the discretion of the City.

See Chapter 12B Equal Benefits Complete Compliance Guide, included as Appendix E, for more information. For questions concerning Article 131/Chapter 12B Equal Benefits Compliance, please call the CMD Equal Benefits Unit at (415) 581-2310.

# 10 Additional City Requirements

## 10.1 Insurance Requirements

Without in any way limiting Proposer's liability pursuant to the "Indemnification" section of the Agreement (see Appendix A), Contractor will be required to maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- **Worker's Compensation Insurance** with Employer's Liability limits not less than \$1,000,000 in statutory amounts, per each accident, injury, or illness.
- **Commercial General Liability Insurance** with limits not less than \$1,000,000 per each occurrence, and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- **Commercial Automobile Liability Insurance** with limits not less than \$1,000,000 per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
- **Professional Liability Insurance**, applicable to Proposer's profession, with limits not less than \$1,000,000 per each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Agreement.
- **Technology Errors and Omissions Liability Insurance**, with limits of \$5,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in this Agreement and shall also provide coverage for the following risks:
  - a. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
  - b. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to City's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
- **Cyber and Privacy Liability Insurance** with limits of not less than \$5,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

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

- Name as Additional Insured the City and County of San Francisco, the San Francisco Public

Utilities Commission, and their respective officers, agents and employees; and

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

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

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

Should any of the required insurance be provided under a claims-made form, Proposer shall maintain such coverage continuously throughout the term of the Agreement and, without lapse, for a period of three years beyond the expiration of the Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

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

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

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

Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder. If a subcontractor will be used to complete any portion of the agreement, the Proposer shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Proposer listed as additional insureds.

## **10.2 Standard Agreement**

The Contractor will be required to enter into a contract, substantially in the form of the

Agreement for Professional Services, attached hereto as Appendix A. Submission of a proposal shall indicate Proposer's agreement to all terms of the Agreement.

Proposers are urged to pay special attention to the requirements of San Francisco Labor and Employment Code Articles 131 and 132 Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as specified in RFP Sections 10.3, 10.4, 10.5, 10.6, and 10.9, and Section 12, respectively, as well as Article 11 in the Agreement.

### **10.3 Nondiscrimination in Contracts and Benefits**

As outlined above, the Contractor must agree to comply fully with and be bound by the provisions of Articles 131 and 132 of the San Francisco Labor and Employment Code (formerly Administrative Code Chapters 12B and 12C). . Generally, Article 131 prohibits the City from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Article 132 requires nondiscrimination in contracts in public accommodation. Additional information on Articles 131 and 132 (formerly Administrative Code Chapters 12B and 12C) is available on the CMD website at <https://sf.gov/departments/contract-monitoring-division>.

### **10.4 Minimum Compensation Ordinance for Employees**

The Contractor must agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Labor and Employment Code Article 111 (formerly 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.

Additional information regarding the MCO, including the amount of hourly gross compensation currently required under the MCO, is available on the City website at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that the hourly gross compensation rate may increase on January 1st of each year and that contractors must pay any such increases to covered employees during the term of the contract. See Article 11 in the Agreement for requirements.

### **10.5 Health Care Accountability Ordinance**

The Contractor must agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Labor and Employment Code Article 121 (formerly Administrative Code Chapter 12Q). Contractors should consult the 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](http://www.sfgov.org/olse/hcao).

### **10.6 First Source Hiring Program**

If the contract is for more than \$50,000, the First Source Hiring Program (FSHP) (San Francisco

Administrative Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the FSHP 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.

## 10.7 City Vendor and Subcontractor Registration

Contractor must become an “Approved Supplier” in order to enter into an Agreement with the SFPUC/City. Approved Suppliers are entities that have met all the compliance requirements necessary to conduct business with the City, such as business tax registration and Chapter 12B compliance.

Vendors that are not currently doing business with the City must register within the City’s financial and procurement system to become an Approved Supplier. *Please note: The City also requires all subcontractors working under the Contractor to register with the City’s financial and procurement system. However, subcontractors are not required to be compliant with the City’s vendor requirements.*

Please go to the City’s vendor portal, SF City Partners (<https://sfcitypartner.sfgov.org/vendor/>), to register.

Contractors must become Approved Suppliers, and subcontractors must be registered, **within two weeks** of the posting of the highest-ranked Proposer, in order for award of Agreement to occur/remain in effect.

## 10.8 Business Tax Registration

In accordance with San Francisco City Ordinance 345-88, all vendors conducting business with the City are required to maintain a valid business tax registration number. An Agreement will not be awarded to the Contractor unless business tax registration fees are paid in full by the time the Agreement is awarded. Proposer may contact the Tax Collector’s office at 415-554-4470 to confirm that business tax registrations fees have been paid in full. Each contractor must provide a taxpayer ID. Vendor may register their business for tax purposes by filling out the Business Registration online application at <https://newbusiness.sfgov.org/vendor/>.

## 10.9 Conflicts of Interest

The Contractor must agree to comply fully with and be bound by all applicable provisions of state and local law related to conflicts of interest as discussed in greater detail under Section 12 of this RFP.

## 10.10 Chapter 14B Reporting Requirements

Contractor must submit all required payment information using the City’s online financial and procurement system as required by CMD to enable the City to monitor Contractor’s compliance

with the LBE subcontracting commitments. Contractor must include its LBE subcontractor's approved payment requests in any payment application to the City within 30 days of receiving an invoice from an LBE subcontractor. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. Failure to submit all required payment information in the financial and procurement system with each payment request may result in the City Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following the City's payment of an invoice, Contractor has 10 calendar days to acknowledge all subcontractors have been paid in the online financial and procurement system.

### **10.11 Nonprofit Compliance with California Attorney General Registry of Charitable Trusts**

To receive a contract under this RFP, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the Agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the Agreement, Proposer will be responsible for ensuring the subcontractors are also in compliance with all requirements of the California Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the Agreement.

### **10.12 Cybersecurity Risk Assessment**

As part of the City's evaluation process, the City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing the City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, the City may collect as part of this solicitation process one of the following two reports:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; **OR**
2. **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time the City has selected or is considering a potential Proposer. The reports will be evaluated by the SFPUC and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, the City may afford a potential Proposer the opportunity to cure such risk within a period of time deemed reasonable to the City. Such remediation and continuing compliance shall be subject to

the City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.



# 11 Protest Procedures

## 11.1 Protest of Non-Responsiveness Determination

After receipt of proposals, the SFPUC, with the assistance of CMD, will conduct an initial screening of submitted proposals as set forth in Section 6.1 of this RFP. If staff determines that a proposal should be rejected because it is either non-responsive to RFP requirements or is otherwise unacceptable (e.g., fails to meet minimum qualification requirements set forth in the RFP), then the City will issue a Preliminary Notice of Proposal Rejection to the applicable Proposer(s).

If a Proposer believes that the City has improperly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC prior to 5:00 p.m. on or before the fifth working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection. 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 laws, rules, local ordinances, procedures, or RFP provisions on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer that submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may decide not to consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the protest. At the completion of its investigation, the City will provide a written determination to the Proposer that submitted the protest.

The City will consider only protests received within the time and manner specified. If a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner specified above, then the City's determination set forth in the preliminary notice will become final. A Proposer's failure to protest as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of protest and a forfeiture of the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

## 11.2 Protest of Agreement Award

As soon as the SFPUC finalizes Proposer rankings, the SFPUC will post the results on the [SFBid website](#).

Within five working days of the SFPUC's posting of the results, any Proposer that has submitted a responsive proposal and believes that the City has unfairly selected another Proposer for award may submit a written notice of protest.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the laws, rules, local ordinances, procedures, or RFP provisions on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the City to determine the validity of the protest. All protests must be received by the SFPUC prior to 5:00 p.m. on or before the fifth working day following the SFPUC's posting of the results.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer that submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

Upon receipt of a timely and proper protest, the City will review the protest and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than the Proposer. The City may also consider supplemental correspondence or other information relating to the original ground(s) of protest submitted by a protesting Proposer to the extent the City determines that such information will assist it in resolving the protest. At the completion of its investigation, the City will provide a written determination to the Proposer that submitted the protest.

The City will consider only protests received within the time and manner specified. If a Proposer does not protest the SFPUC's posting of the results within the time and in the manner specified, above, then the City's selection will become final and SFPUC staff may proceed to recommend the highest-ranked Proposer for award by the SFPUC Commission. A Proposer's failure to protest as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of protest and forfeit the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

## 11.3 Delivery of Protests

If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Proposers must transmit protests by a means that will objectively establish the date and

time of receipt by the City. The SFPUC will not consider any protests or notices of protests made orally (e.g., by telephone).

Proposers must deliver any protests to: [cab@sfgov.org](mailto:cab@sfgov.org) and to [shale@sfgov.org](mailto:shale@sfgov.org)

Subject: **PUC.PRO.0298** Customer Care and Billing Transformation

## 12 Conflict of Interest

The Contractor must 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 San Francisco Charter, Article III, Chapter 2 of the San Francisco 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 must 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 contractors under state and local conflict of interest laws. If so, such individuals must 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 Contractor that the City has selected the Proposer.

### 12.1 Obligations

It is the obligation of the Proposer as well as its subcontractors to determine whether or not participation in that contract constitutes a conflict of interest. While City staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors 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. Upon request, we can provide records concerning work performed by various subcontractors to assist proposers in their own evaluation of potential conflicts. But proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

### 12.2 Work

There are many phases of work pertaining to City 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, Proposers should treat the general guidelines set forth below only as a starting point. The guidelines do not constitute legal advice. A Proposer should consult with its legal counsel to determine whether a potential conflict exists.

1. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in "making the contract" for the work. For these

purposes “participating in making” has the same meaning as under Government Code Section 1090 and the term “entity” includes any parent, subsidiary or other related business.

2. **General Program Management Services.** Because these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design, construction management , and/or construction phase of any project.
3. **Preplanning.** Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
  - 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 participating in one contract with SFPUC can review any of its own work performed under another contract. Conflicts would likely arise if any firm participates in either preparation of final engineering design or in preparing any documents enumerated in a contract for construction or in preparing any documents the SFPUC requires a Proposer to rely on in the preparation of its bid. Participation in this phase also would likely be in conflict with participation in the construction phase.
8. **Construction.** It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal,

state, or local laws.

9. **Alternative Delivery.** To the extent that an alternative delivery method is used (e.g., design-build or construction manager/general contractor), the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **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.
11. **Administrative Services.** Any subcontractor or vendor 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.

### 12.3 Other General Restrictions Applicable to this RFP

A firm cannot be a Prime Proposer or JV Partner on more than one proposing team. In addition, if a designated Prime Proposer or JV Partner (lead or non-lead) intends to be listed as a subcontractor on another competing proposal, the Prime Proposer or JV Partner must fully disclose such intent to the affected parties **30 days prior** to the proposal submission deadline. Failure to comply with these restrictions may result in the rejection of one or more affected proposals. A Prime Proposer or JV Partner cannot participate in more than one interview.

### 12.4 Consultation with Counsel

The SFPUC strongly advises any proposing firm to consult with their legal counsel to determine whether or not a conflict of interest exists. It is the responsibility of the proposing firm to make that determination. The SFPUC will not advise consultants on conflict of interest matters.

# 13 Acronyms and Abbreviations

AACE.....	Association for the Advancement of Cost Engineering
AGM .....	Assistant General Manager
BFS.....	Bruce Flynn Pump Station
BIM .....	Building Information Modeling
CAB .....	Contract Administration Bureau
CCM .....	Contractor Construction Manager
CEQA .....	California Environmental Quality Act
CHS .....	Channel Pump Station
CM/GC.....	Construction Manager/General Contractor
CM .....	Construction Management
CMB.....	Construction Management Bureau
CMD.....	Contract Monitoring Division
CMIS .....	Construction Management Information System
CPI .....	Consumer Price Index
CPM .....	Critical Path Method
CSPE.....	Consultant Services Performance Evaluation
EIR .....	Environmental Impact Report
EMG.....	Environmental Management Group
EMB .....	Engineering Management Bureau
EOPR.....	Effective Overhead and Profit Rate
FSHP .....	First Source Hiring Program
HCAO .....	Health Care Accountability Ordinance
HCIP .....	Hetchy Capital Improvement Program
ICS .....	Influent Control Structure
ICC .....	International Code Council
IRS .....	Internal Revenue Service
JV .....	Joint Venture
LBE.....	Local Business Enterprise

LOS .....Level of Service  
 MCO .....Minimum Compensation Ordinance  
 mgd .....million gallons per day  
 NPF .....North Point Wet Weather Facility  
 NTP .....Notice to Proceed  
 O&M.....Operations & Maintenance  
 ODC .....Other Direct Cost  
 OPS.....Overhead and Profit Schedule  
 OSP .....Oceanside Water Pollution Control Plant  
 PLA .....Project Labor Agreement  
 PMB.....Program Management Bureau  
 PMP .....Project Management Professional  
 RFI .....Request for Information  
 RFP .....Request for Proposals  
 SELS .....Southeast Lift Station  
 SEP.....Southeast Water Pollution Control Plant  
 SIP ..... Social Impact Program  
 SFPUC .....San Francisco Public Utilities Commission  
 SOP .....Standard Operating Procedure  
 SSIP.....Sewer System Improvement Program  
 VFD .....Variable Frequency Drive  
 WBS .....Work Breakdown Structure  
 WSIP .....Water System Improvement Program  
 WWE .....Wastewater Enterprise



# 14 List of Appendices

- A. Professional Services Agreement (P-600/606)
- B. Fee Schedule (Excel file)
- C. D.1 Contract Monitoring Division Forms
  - Form 2A – CMD Contract Participation Form
  - Form 2B – “Good Faith Efforts” Requirements Form
  - Form 3 – CMD Compliance Affidavit
  - Form 4 – CMD Joint Venture Form (if applicable)
  - Form 5 – CMD Employment Form
- D. Social Impact Partnership Proposal Response Form
- E. Chapter 12B Equal Benefits Complete Compliance Guide
- F. Minimum Compensation Ordinance (MCO) Declaration
- G. Health Care Accountability Ordinance (HCAO) Declaration
- H. First Source Hiring Program Agreement
- I. Release of Liability and Waiver
- J. Consultant Performance Evaluation Procedure
- K. Existing Integration Details
- L. Existing RICE Item Details