Request for Proposals:

Government Procurement Software

Agreement No. PUC.PRO.0323

Advertisement Date:

4/9/2025

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

525 Golden Gate Avenue • San Francisco, CA 94102

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1 RFP Summary

1.1 Introduction

The City and County of San Francisco (City) seeks to retain the services of a qualified Proposer[1] to provide and support a government procurement software solution that contains modules covering the full range of government procurement phases, such as Solicitation Creation, Advertisement, Question and Answer Period, Proposal and Bid Submission by External Parties, Evaluation/Bid Tabulation, and Award of Contract. Software must be able to handle multiple government procurement types such as Request for Proposals (RFP), Invitation for Bids (IFB), Request for Qualifications (RFQ), and Construction Bids. The City strongly prefers that the solution is hosted in the cloud, but is open to an on-premises solution if the solution meets the highest percentage of the City's Functional Requirements (see Appendix C, City Functional Requirements).

Two City departments are partnering in the issuance of this RFP: the San Francisco Public Utilities Commission (SFPUC) and the Office of Contract Administration (OCA). The SFPUC is issuing this solicitation for the City and County of San Francisco.

This project contemplates one or more initial implementations of the software solution with the preference being that one implementation will serve the interests of SFPUC and OCA. To that end, there may be one or more project managers, each shepherding the implementation for their respective department. If the procurement software solution is successfully implemented by SFPUC and OCA, it could be adopted by other City departments as one or more subsequent implementations of the solution. It is the City's intention that, if more departments adopt the solution, the successful Proposer's pricing will reflect the economies of scale and be reduced in relation to the increasing volume of use by City. The thresholds or other structure for such scalability should be included in the Proposers' proposals.

The City seeks a Contractor with proven expertise and extensive experience in the following areas:

1. Providing a software product that greatly enhances the ability of procurement staff to conduct procurements efficiently, collaboratively and with great transparency;

2. Implementing that procurement software product specifically for government entities (federal, state or local) and supporting those solutions after implementation;

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[1] "Proposer" refers to any entity responding to this Request for Proposals (RFP).

3. Providing modern tools that can accommodate self-service reporting and data analytics capabilities;

4. Integrating the procurement software product with the City's broader information technology ecosystem through a modern application programming interface (API) gateway/integration capability that prevents proliferation of point-to-point connections; and

5. Supporting a long-term software life cycle and a path for continuous modernization.

The anticipated number of agreements and duration of the Professional Services Agreement ("Agreement") are as follows:

Number of Agreements to be Awarded: Multiple Agreements may be awarded for the selected Proposer or Proposers. The successful Proposer(s) and City will negotiate the legal terms and conditions of the Agreement between the parties which will be used as the basis for additional Agreements as other City departments choose to acquire the solution. City departments that choose to acquire the solution will negotiate any department specific tasks and deliverables.

Agreement Duration: 5 Years with an option to extend for up to an additional 4 years for a total of nine (9) years (or 108 months).

The City (SFPUC and OCA) seeks to have a new procurement system in place within six to nine months of contract execution. Contract execution is targeted for July 31, 2025.

This is a deliverable based contract. Expected deliverables are detailed below under Section 3.2, Detailed Description of Tasks and Deliverables. Because deliverables in this project are dependent upon the extent the software product initially meets the City's functional requirements, the City reserves the right to negotiate the costs of deliverables after both parties agree to a formal Gap Analysis (see Section 3.2.2 Task 2).

The City does not guarantee that the Contractor will receive any minimum amount of work or compensation after the Gap Analysis is completed, however, Contractor will be compensated for Gap Analysis.

The City 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:

Advertisement of RFP 4/9/2025
Mandatory Pre-Submittal Conference 5/8/2025
Deadline for Proposers to Submit Questions 5/9/2025
Deadline for Proposers to Submit Proposals 5/23/2025
Demonstration/Panel Interviews and Clarification .... 6/17/2025 & 6/18/2025
Posting of Proposer Ranking 6/27/2025
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement 7/16/2025
Notice of Award of Agreement 8/18/2025

1.3 Mandatory Pre-Submittal Conference

Pre-submittal conference information:

Date: May 8, 2025
Time: 11:00 AM
Location: https://sfwater.zoom.us/j/81963980634?pwd=ZXnJqLj4pbnstavDPBXHH7CD64iUib.1

Attendance at the online pre-submittal conference is mandatory. The City 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 City will memorialize the information in a written addendum to this RFP.

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, but by the deadline for Proposers to submit questions, must be submitted in writing via the SFBid website.

The City 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 City awards. The City will make reasonable efforts to post any modifications to the RFP in a timely manner on the SFBid website.

Refer to Sections 8.2 and 8.3 for more information regarding RFP inquiries and addenda/change notices.

1.5 Reserved. (Diversity, Equity, and Inclusion in Contracting)

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 cancellation or by final action of the SFPUC Commission, Proposers, subcontractors, vendors, and/or their representatives or other interested parties, may communicate with the City only as instructed in this RFP.

The City 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 City, 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 Reserved. (Social Impact Partnership (SIP) Program)

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 City advises Proposers to review Section 12 of this RFP carefully before submitting a proposal.

2 Background, Current State, and Future Vision

2.1 Background

The City is the commercial, financial, and cultural center of Northern California. With a population of 808,988 residents as of 2023, San Francisco is the fourth most populous city in the U.S. state of California, behind Los Angeles, San Diego, and San Jose. San Francisco and the surrounding San Francisco Bay Area are a global center of economic activity and the arts and sciences spurred by leading universities, high-tech, healthcare, finance, insurance, real estate, and professional services sectors.

San Francisco has an annual budget of $14.6 billion for FY 2023-24 and $14.6 billion for FY 2024-25. The budget funds 65 departments to tackle public priorities and to maintain and deliver investments focused on the City's biggest challenges. Much of this work is accomplished through the procurement of services and commodities offered by private entities. The sheer volume of this procurement requires a robust procurement software system that enables City staff to be efficient and expedient, while maintaining the highest ethical standards.

As previously stated, two departments are partnering on this RFP to implement a new procurement system. They are the SFPUC and the OCA. The departments are described below:

> **The SFPUC** provides retail 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. Managing and maintaining these services requires large scale procurement. This procurement is managed by the **SFPUC's Contract Administration Bureau (CAB).** CAB is responsible for the procurement needs of the agency, providing timely, collaborative and quality service to its stakeholders, often project managers managing large scale capital projects. Given the volume of the work being completed by the agency (approximately $3 billion per year), CAB must manage an efficient, legally compliant procurement process, while upholding the highest ethical and professional standards.

> **The OCA** centrally procures commodities and general services on behalf of all departments within the City and County of San Francisco. In addition, the agency plays a rulemaking and oversight role for City procurement. On an annual basis, OCA issues 2,000+ solicitations and manages 600+ City-wide agreements for core operational needs such as chemicals to treat water, vehicles and fuel, uniforms, translation services, janitorial services, and much more. These solicitations and contracts represent hundreds of millions of dollars in City funds that the San Francisco community relies on to deliver

core services to residents and visitors.

2.2 Current State

The PeopleSoft Enterprise Management Application was implemented in 2017 as the City's Enterprise Management System replacing a mainframe system. The implementation launched both accounting and procurement modules. Most of the City's 65 departments utilize at least some functionality in PeopleSoft's procurement modules. Departments can use the PeopleSoft supported SF City Partner (SFCityPartner.org) for advertising solicitations. While certain City departments, including OCA, use the SF City Partner Portal to post solicitations, other departments, including the SFPUC, have their own bidding systems and may choose to link to their portals from the SF City Partner site. There is currently no City-wide advertisement tool or procurement platform used by all City departments.

Instead of migrating to PeopleSoft procurement, the SFPUC opted to continue using its own system, SFBid (sfbid.sfwater.org), which handles RFPs for professional services. This system was developed in 2015 and has been in use since. Data from SFBid must be entered manually into PeopleSoft once the contract is awarded. Tracking and reporting of RFPs is handled in SharePoint.

Construction procurement is done outside of SFBid. Bids and proposals are received through a file upload software called ShareFile. Microsoft Excel is used to tabulate bids and summarize scores.

OCA began using PeopleSoft's sourcing functionality when the system was implemented in 2017 and continues to use it today for all public solicitations over the City's minimum competitive amount, which is $230,000 for commodities and professional services, and $1,170,000 for general services. Smaller and informal solicitations may be conducted using PeopleSoft or via email. Evaluation, scoring, and award all happen outside of PeopleSoft in documents and spreadsheets. In addition, tracking and workflow is all completed outside of PeopleSoft in a custom ServiceNow contract management application.

2.3 Future State: Project to Implement a New Government Procurement Software System

The SFPUC and OCA have determined that the large volume and complexity of procurements they process necessitate a new procurement software system suitable for government practice. The SFPUC is issuing this RFP for the City and County of San Francisco for the purpose of selecting and entering into an agreement with a qualified professional services contractor to provide and implement a procurement system that covers all of the following government phases in an easy to learn interface for staff (non-programmers) and for external customers (Bidders):

A. **Solicitation Creation:** City Project Staff will have the ability to initiate a solicitation with the Procurement Team through the system. Communication between Project Staff, City Attorney, and the Procurement Team should be facilitated, tracked, and documented. The final solicitation is approved in the system by several layers of approval.

B. **Posting of Solicitation (Advertisement):** Solicitations will be posted on a public site with City branding. Bidders will be able to easily search for bids, current and past. A user-friendly interface will make it easy for Bidders to review public facing content. Bidders can easily create an account to access content deemed sensitive. Sensitive documents will be secured.

C. **Question and Answer Period for Bidders:** Bidders will be able to submit questions online that then become public. Procurement Team will edit (for understanding) and route questions to City Project Staff. Project Staff can answer anonymously. Answers will post on public site.

D. **Bid Submission:** Using forms generated by the system, Bidders will submit their proposal responses to solicitations. Bidders will be able to complete forms and/or upload documents.

E. **Evaluation:** Evaluators will access bid documents via system and provide feedback and grading in system.

F. **Award:** Bidders will be notified of the winning bidder via email and can see winning bid on system as well as ranking of bids.

G. **Protest:** Bidders can challenge the Award online. Protests are made public.

PLEASE NOTE that the City will not consider software that asks vendors to pay for access to / the ability to bid on City opportunities.

Our vision is to lead the City's procurement transformation through innovation, early strategic partnership and operational excellence. Reaching our vision necessitates the implementation of an existing and available software application that is closely aligned with our departments' current functional needs. (See Appendix C, City Functional Requirements). The selected software will have a modern, easy-to-use interface that enables, rather than hinders, users.

In addition, the SFPUC and OCA want to continue to refine their business processes and continue to improve quality and levels of service using the opportunity this implementation will provide. The SFPUC and OCA seek to drive operational improvements through greater system capability. The specific goals and objectives of this project are as follows:

GOALS	OBJECTIVES
Implement a flexible and scalable solution	Implement a solution that can be configured to address changing laws and regulations
	Implement a solution that has capacity to support the high volume of City procurements
	Implement a solution with a modern user intuitive interface that requires little training
Support a continuous modernization path that produces efficient, expedient services	Increase the efficiency of procurement operations through streamlined easily configured workflows
	Reduce technology footprint by eliminating redundant auxiliary systems
	Improve operational processes
Increase number of bidders	Make it easy for a larger pool of potential Bidders to find opportunities by providing robust search functionality
	Make it easy for Bidders to submit proposals by creating an easy-to-use interface
	Use City branding on landing pages for external users
Ensure data security and integrity	Implement user access controls that protect sensitive data and documents
	Improve the quality of data by defining and implementing data standards
Provide self-service reporting and data analytics capabilities	Increase access to reporting data by operations users
	Establish reporting dashboards to enable better data driven decisions
Integrate with the broader procurement ecosystem including systems within and outside the City	Ensure seamless integrations with existing applications
	Define and implement modern architecture that can enable seamless integrations that can be maintained easily
	Eliminate dual data entry for already overwhelmed staff
Foster a culture of greater collaboration with stakeholders	Create "Ball in Court" functionality so it is clear what needs to be done by whom; track workflow milestones to improve processes. Ability to reroute workflow if necessary

2.4 Reserved. (SFPUC Policies)

3 Scope of Services

3.1 Description of Services

The primary role of the selected Contractor will be to provide a software solution that is closely aligned to City's Functional Requirements (See Appendix C, City Functional Requirements). Ideally, the Contractor's solution will be "plug and play", such that the Proposer that meets a high percentage (at least 85%) of our requirements and therefore subsequent implementation and/or customization costs will be a minor portion of the total cost of use. However, should City not find a Proposer who meets at least 85% of City's requirements, City is open to engaging with the highest ranked Proposer to develop additional functionality that meets the complexity of City's processes. City is also open to engaging in business process reengineering if the Proposer can point to a more streamlined way of doing business.

Implementation services shall be paid on a deliverable basis. Some of the deliverables are dependent on how closely the proposed software meets the City's requirements. Therefore, some of the requirements are marked as "Optional" to indicate that they may not be needed if the proposed software meets 100% of the City's requirements.

Services and examples of the resulting deliverables are grouped into the following categories:
1. Project Initiation and Project Management
2. Business Process Gap Analysis, Planning and Finalization of Requirements
3. Business Process Reengineering and Design (Optional)
4. Custom Development (Optional)
5. Deployment and Configuration
6. Organizational Change Management
7. Systems Integration
8. Testing
9. Data Management, Migration and Data Security
10. Training
11. Reports and Analytics
12. Go-Live Activities
13. Maintenance and Post Go-Live Support

Please refer to **Section 3.2, Detailed Descriptions of Tasks and Deliverables** for a more detailed description of each task and corresponding deliverables. Please note that the City recognizes that a Proposer's specific approach may differ from the specific tasks and deliverables listed below. As such, these tasks and deliverables are included to demonstrate the subject areas that the City is requesting services for, but Proposers should describe their specific approach in their Proposal response.

3.2 Detailed Description of Tasks and Deliverables

This is a deliverable based contract. Tasks are listed below but payment will be based on the acceptance by the City of the deliverables and/or the City's approval of completion of the work outlined under each task. Some of these deliverables may be eliminated if the offered software solution is closely aligned to City's Functional Requirements. Accordingly, the Proposer's budget proposal (see Appendix B, Proposer Cost Response Form) should reflect the number of deliverables the Proposer thinks will be required should its software solution be chosen.

The City reserves the right to renegotiate the number of deliverables necessary after the City's acceptance of the Gap Analysis, described in Task 2.

3.2.1 Task 1: Project Initiation and Project Management

The Contractor is responsible for project management to ensure the project is delivered on time, within the fixed fee agreed upon in the contract, and that the ultimate product implemented meets the City's final requirements. It is the primary responsibility of the selected highest ranked project manager ("Project Manager") to provide and ensure the team adheres to a detailed project schedule. The Project Manager will manage and be fully responsible for subcontractors (if any), including subcontractor performance. The Project Manager will be the primary point of contact with the City's departments and provide ongoing project reports communicating progress on all project elements. With the City's assistance, the Project Manager is responsible for documenting project decisions and activities throughout the project. The Project Manager will work with the City to establish a location for such documentation so that it is accessible to both teams.

Examples of the deliverables that may be required under this task are:
  a. Project Documentation
  b. Project Control Document
  c. Project Kickoff Presentation Deck (in conjunction with City)
  d. Project Orientation Materials
  e. Project Status Report Form (Monthly)
  f. Project Closeout Checklist

3.2.2 Task 2: Business Process Gap Analysis, Planning, and Finalization of Requirements

The team of the selected highest ranked Proposer (Contractor) that is awarded the contract (Contractor Team) will work with City departments to analyze where the application falls short of the City's Functional Requirements. Contractor and City Teams will validate functional and non-functional requirements through demonstrations of the software solution with City's Subject

Matter Experts (SMEs). Contractor and City will identify and document gaps between the software solution and the City's existing procurement processes. – this document will be referred as the Gap Analysis.

Contractor will then recommend how gaps should be remediated, whether through additional configuration, custom development to proposed solution, or business process change, and then document decisions made.

Contractor will document how they meet City's requirements and will circulate documentation for approval, in draft, to both Contractor and City. This documentation should include (i) Requirements, (ii) Test Cases, and (iii) Traceability. For purpose of this stage of deliverables, the draft shall establish the Requirements section, clearly outlining all the project requirements, providing a detailed reference for what needs to be achieved. At a later stage, the Test Cases section will enumerate the test cases designed to validate each requirement and the Traceability section will establish the direct link between requirements and corresponding test cases. Contractor will document and resolve problems and non-conformances found in the system products and tasks with an automated issue-tracking process (e.g. systems such as JIRA, Trello, ZenDesk, etc.)

Contractor will work with City to identify a list of required reports that will be executed during the Reports and Analytics phase.

Examples of the deliverables that may be required under this task are:
  a. Demonstrations of Software Application Functionality with Subject Matter Experts
  b. Gap Analysis
  c. Gap Remediation Plan
  d. Draft Functional Requirements Traceability Matrix
  e. Access to Change Control System (JIRA, Trello, etc.)
  f. List of Reports and Dashboards Needed at Go-Live

3.2.3 Task 3: Business Process Reengineering and Design (Optional)

Contractor will assist with and facilitate Business Process Reengineering for those gaps that will not be remediated by configuration and custom development in the software solution. Contractor's expertise from other government jurisdictions will be particularly helpful in this regard.

Contractor will design development of those features for gaps that cannot be remediated through Process Reengineering.

With the City's input, the Contractor will create a plan for custom development that prioritizes the development of features and issue resolutions according to the following scale:

LEVEL	RATING	DESCRIPTION
1	Must Have	Without these features or changes, product cannot be released
2	Should Have	Not absolutely necessary but implementation will ease the burden of a large portion of users
3	Nice to Have	Will add value but are not required at time of release
4	Will not Have	Features that have been requested but team decides they will not be added at this time

During this phase, Contractor is also responsible for creating an architectural overview presenting the structure, components, and design of the system from a high-level perspective. Contractor will also work with the City Departments' Information Technology (IT) personnel to ensure that implementation of the system is sustainable and does not create security risks.

Examples of the deliverables that may be required under this task are:
   a. System Development and Configuration Plan
   b. Design Specifications
   c. Prioritized Product Backlog
   d. Epics Identified
   e. Solution Architecture Document
   f. Security Assessment
   g. Finalized Functional Requirements Traceability Matrix
   h. List of Reports

3.2.4 Task 4: Custom Development (Optional)

While the City's intention is to choose a software solution that requires minimal custom development, the complexity of our processes dictates that we leave the door open to potential changes. If this task is utilized, Contractor's development team will build new features as outlined in the design document. Team will engage stakeholders periodically throughout the development phase to ensure that the development team understands their expectations and that it develops the system in accordance with requirements.

The Contractor will conduct risk management activities no later than the development phase. Contractor will identify initial risks that might affect the project. Contractor will work with City to conduct a qualitative analysis of each identified risk. Contractor should plan mitigation or

avoidance strategies to reduce risk.

Examples of the deliverables that may be required under this task are:
   a. System Development Documentation
   b. Risk Management Plan
   c. All Level 1 & 2 backlog items completed

3.2.5 Task 5: Deployment and Configuration

Contractor will make software available in the cloud, or if on premises, grant City a perpetual license to the customized instance of the software solution. Configuration will be performed according to the design document.

If the system is on premises, the Contractor will work with City's IT to establish the hardware/network development environment and then document components.

Contractor must employ configuration management and documentation that comports with industry standards. Configuration data should be organized into data files that can be pointed to as a central source of truth. Any secret data like passwords and keys should be identified, securely encrypted, and stored to avoid risk of being exploited.

During this phase, the Contractor will also assist the City in documenting internal and external user access rights and then ultimately provisioning them. Contractor will deliver an access model that ensures the City's data is being handled responsibly.

Examples of the deliverables that may be required under this task are:
   a. Configuration of Items
   b. User Access Provisioning Matrix
   c. Configuration Verification and Audit
   d. Documented Set Up for Hardware and Software Components if On Premises Application

3.2.6 Task 6: Organizational Change Management

While the City will manage change management activities, the Contractor will work with City departments to engage stakeholders in the new system, internal and external. Contractor will support the execution of a change management and communications strategy up to, and beyond, the deployment date tailored to City needs. Contractor will assist the City in articulating the vision of the new system to users. Contractor's efforts will result in City Staff's understanding of the change, their buy-in and participation, and a strong level of satisfaction at the change.

Examples of the deliverables that may be required under this task are:
   a. Change Readiness Assessment (Contractor assists City in creating)
   b. Communications Engagement Plan

c. Communications Engagement Report
d. Communication Materials Tailored to City Users

3.2.7 Task 7: Systems Integration

Much of the potential value-added benefit of a new solution is in its integration with other City systems currently in use, such as PeopleSoft, the City's enterprise financial and procurement system, ServiceNow, and DocuSign signature verification software. There are other systems that may need integration to support robust reporting.

Contractor will coordinate the integrations to ensure end-to-end functionality. Contractor will provide documentation regarding the integration design, data architecture, and adapter configurations as well as the day-to-day operational tasks that should be completed to ensure the delivered solution performs as required.

Contractor will assist the City in establishing an effective integration solution strategy, most importantly, by ensuring proposed integrations are linked to clear business outcomes. Contractor will ensure the integration solution is well-architected. Contractor will analyze the data landscape to identify and address potential data issues for seamless integration. Contractor will use data stream analysis to identify problems like volume, variance, completeness, and quality early in the process.

Contractor will ensure accurate decision making by defining trusted data source hierarchy for reliable information and unified "single source of truth." Working with the City, the team will establish rules for choosing the best data source based on specific needs.

Contractor will work with the departments' IT operations team to ensure the planned production environments are capable of supporting the projected loads at the required performance level.

Examples of the deliverables that may be required under this task are:
a. System Integration Document
b. Interface Specifications
c. Data Architecture and Integration design
d. Interface Testing/Validation Report

3.2.8 Task 8: Testing

Contractor will employ a rigorous testing process in advance of deployment to ensure system is implemented with no failures or serious bugs. Five levels of testing must be completed successfully before the software solution is released: Unit Testing, User Acceptance Testing, Performance Testing, End to End Testing, and Interface Testing (see above section), or Contractor will propose an alternative testing approach that ensures no failures or bugs. Contractor will work with City to establish test environments with City data.

Contractor will fix bugs found in Unit Testing so that User Acceptance Testing is completed on a system as close to a Go-Live system as possible.

Contractor will update requirements documentation to include test cases and test requirements.

Examples of the deliverables that may be required under this task are:
   a. Test Scenarios and Scripts
   b. Test Data
   c. Test Plan
   d. Unit Testing Results Report
   e. End-to-End Testing Results Report
   f. Environment for User Acceptance Testing
   g. Performance (Load/Stress) Testing Results Report
   h. Regression Testing Results Report
   i. All bugs/failures identified in Unit Testing fixed and retested
   j. All bugs/failures identified in User Acceptance Testing fixed and retested

3.2.9 Task 9: Data Management, Migration and Data Security

Working closely with City, Contractor is responsible for data mapping, testing, and final migration. City is responsible for data cleansing under Contractor's method and guidance. Contractor will plan, prepare, and conduct data migration in test and production environments in a safe and secure manner with clear audit trails and reports. City will require encryption for sensitive and confidential data.

Examples of the deliverables that may be required under this task are:
   a. Data Migration Plan
   b. Mock Data Migration Report
   c. Data Migration Report

3.2.10 Task 10: Training

Contractor will identify the best training method or methods for learning its provided software solution. Training must be tailored to the software being implemented for the City, including on City-specific configuration and customization. While the train-the-trainer model has been successful in City projects, the City is open to other training methods, such as a robust self-service online training system. Contractor must consider the differing needs between external and internal users in its training design:

TYPE OF USER	DESCRIPTION	USAGE
Internal	Administrators	Weekly
	Procurement Officials	Daily
	Project Managers	Occasional
	Approvers	Weekly
External	Bidders and Potential Bidders	Occasional

Examples of the deliverables that may be required under this task are:
  a. Training Plan tailored to City Users
  b. Training Materials (User Guides, Online Learning) tailored to City Use
  c. Training All Users

3.2.11 Task 11: Reporting and Analytics

Contractor will provide at-the-ready reports to assist the City in managing its high volume of procurements, including creating management dashboards. The requirements for these will be defined during Task 2.

Examples of the deliverables that may be required under this task are:
  a. Updated List of Required Reports
  b. Reports Specifications
  c. Reports Completed and Implemented

3.2.12 Task 12: Go-Live Activities

Contractor will ensure all prerequisite tasks and activities are completed before the system is released to users. Contractor will work with City on a roll back plan (strategy for reversing changes if issues arise in deployment) in case the system fails. Go-Live risks will be identified and mitigations planned.

Examples of the deliverables that may be required under this task are:
  a. Go-Live Plan/Schedule
  b. Risks and Mitigations Plan for Cutover
  c. Roll Back Plan
  d. All user permissions are fully configured
  e. System is released

3.2.13 Task 13: Maintenance and Post Go-Live Support

The City assumes that ongoing maintenance and support are part of licensing costs. The Proposer Cost Response Form (see Appendix B) for this RFP contains a sheet that allows the Contractor to describe the service level agreement associated with licensing. At minimum, Contractor must provide Help Desk Support between 8:30 AM and 5:00 PM PST. Help Desk must be amenable to providing extra hours of support (8:00 AM – 6:00 PM PST) on the day before and day of bid submissions.

This section describes that maintenance and support necessary for the first 180 days following Go-Live. Contractor will provide extra hands and attention during this period. Contractor's support team will document and route ongoing issues and provide extended Help Desk functions (8:00 AM – 6:00 PM PST).

Any bugs/features that were identified as Level 1 or 2, but were deferred in favor of Go-Live, should be fixed within 90 days.

Examples of the deliverables that may be required under this task are:
  a. Enhanced Help Desk service
  b. Negotiated Services Level Agreement
  c. Fixing remaining Level 1 and Level 2 bugs/features
  d. 90-day warranty for Custom Development

3.3 City Staff Responsibilities and Governance

As stated above, this project contemplates one or more implementations of software solution with the preference being that one implementation can serve, at a minimum, the interests of SFPUC and OCA with the potential of scaling to other City departments. To that end, there may be one or more project managers shepherding the implementation for their respective agencies.

1. The governance structure for this project on the City side consists of:

    a. A City Project Manager (or Managers) who reports to and takes direction from the Procurement System Steering Committee;
    b. The Procurement System Steering Committee consists of the Director of the OCA for the City, the Manager of Professional Services Procurement at the SFPUC, and the Manager of Construction Procurement at the SFPUC; and
    c. Stakeholders: Subject Matter Experts (SMEs) who can advise on usability.

2. The City Project Manager (or Managers) is responsible for the following:

a. Plans, monitors and controls Procurement System Project execution and delivery in alignment with strategy, scope, budget, and schedule;

b. Manages internal and external relationships within the City and with the Contractor;

c. Ensures change management and training plans are in place and are executed;

d. Reports on project status, risks, issues, and associated mitigations to Procurement System Project Steering Committee; and

e. Reinforces the importance of the Procurement System Project to managers and staff.

3. The Procurement System's Steering Committee is responsible for all of the following:

a. Secures spending authority and resources for the Procurement System Project;

b. Oversees the Procurement System Project overall strategy, scope, budget, and schedule;

c. Coordinates cross-departmental or cross-functional initiatives;

d. Champions the project with department leadership, staff and with external stakeholders; and

e. Requests and coordinates participation of Procurement System Project resources, such as SMEs.

4. SMEs will provide input throughout project activities and implementation based on their respective areas of expertise. SMEs from the following bureaus/organizations will participate on an as needed basis:

a. Approvers from SFPUC and OCA
b. Project Managers from SFPUC
c. SFPUC and OCA Customer Service
d. Requestors from SFPUC and OCA
e. Procurement Officials from SFPUC and OCA
f. External Vendors and Contractors
g. Information Technology Bureau from SFPUC
h. Other stakeholders as needed

4 Minimum Qualifications

Only Proposers that meet the minimum qualifications set forth below are eligible to submit a proposal in response to this RFP. Proposals must clearly demonstrate they meet the specified minimum qualifications. The City may reject proposals from Proposers that do not clearly demonstrate they meet the minimum qualifications without further consideration. The City 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 a 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 Lead JV Partner Qualifications

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

1. Offers a software solution that supports government procurement (see Section 2.3, Future State: Project to Implement a New Government Procurement Software System);
2. Has successfully implemented that software solution for at least three government entities, each of which represents at least 100,000 constituents, within the past 5 years; and
3. Has been in business for at least 5 years.

B. Non-Lead JV Partner or Subcontractor Qualifications

To qualify as a **Non-Lead JV Partner or Subcontractor** for the Agreement, the entity must possess, at a minimum, the following qualifications:

1. Has worked on a team that has implemented a procurement software solution for at least three governmental entities within the last 10 years.

4.2 Key/Lead Team Member Qualifications

All Key/Lead Team Members must provide letters of commitment as outlined in Section 5.2.3, Proposer Qualifications.

A. Project Manager

To qualify as the Contractor's Project Manager for this project, the Project Manager must possess, at minimum, the following qualifications:

1. A minimum of five (5) years of experience as a Project Manager for an IT Project involving application development and/or implementation; and
2. A minimum of two (2) years demonstrated experience in serving as Project Manager on projects implementing the proposed software solution.

B. Configuration Manager/Lead Developer

To qualify as the Configuration Manager/Lead Developer for this project, the Lead individual(s) must possess, at a minimum, the following qualifications:

1. A minimum of three (3) years of experience working on a team developing or implementing software applications; and
2. A minimum of one (1) year of experience as a developer and or configuration manager of the proposed software solution.

All Key/Lead Team Members must provide letters of commitment as outlined in Section 5.2.3, Proposer and Team Qualifications.

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, contact sfbid@sfwater.org.

5.2 Proposal Requirements and Format

The Proposal Response Requirements are clarified below in this section. In addition, the submittal items described below will be requested in the "Proposal Response Form" contained in SFBid.

Go to the SFBid website and click the "Submit Proposal" button to view and complete the full Proposal Response Form and follow the directions stated. When completing the 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.

5.2.1 Contact Information and Commitments

Provide contact information, identifying the Prime Proposer and, if a JV is responding to this RFP, identify the Lead and Non-Lead JV Partners. If available, provide the Prime Proposer's or JV entity's City "Bidder" or "Supplier" number.

By submitting a proposal, Proposer agrees to the following commitments:

1. Proposer has reviewed the Conflict-of-Interest section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
2. Proposer has the qualifications and experience to perform and complete the work described in this RFP;
3. Proposer has read and agrees to comply fully with the terms and conditions of the Agreement (included as Appendix A);
4. Proposer has reviewed the Limitations on Communications section of this RFP and certifies compliance with all communications instructions and restrictions;
5. Proposer has reviewed all the Addenda posted with this solicitation;
6. Proposer agrees to acknowledge and respect all City policies;
7. Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco; and
8. Proposer warrants its proposal contains only truthful and accurate information.

5.2.2 Description of Proposer's Product

Describe the software product being proposed. Be sure to answer these questions in your description:

a) What are the key features and functionalities of the proposed solution?
b) Appendix C indicates which of the City Requirements the proposed solution meets. If the solution does not meet certain City Requirements, are these items on the current product roadmap and what is the expected delivery date of each item?
c) Describe how the proposed solution can scale to meet increase in utilization and evolving/changing business needs/requirements.
d) How does the proposed solution system incorporate Artificial Intelligence (AI) into its functionality? Describe components that use AI to ease the processing burden of users.
e) Which browsers are compatible with the proposed solution?
f) Are you System and Organization Controls (SOC) compliant?
g) Describe any user limits that restrict the number of City users that can access the product or service at any given time.
h) The City uses Peoplesoft as its financial & procurement system. Explain how the proposed solution can integrate with Peoplesoft.
i) Explain how the proposed solution is maintained and updated, including frequency and whether there are extra costs for the upgrades.
j) What are the backup and recovery procedures?
k) Describe how user access control is managed.
l) Please acknowledge that the City retains ownership of its data. Describe how the City would obtain a copy of its data, if it decided to stop utilizing the proposed solution.

5.2.3 Proposer and Team Qualifications

a. Proposer

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), and all subcontractors meet all the minimum qualification requirements outlined in Section 4, Minimum Qualifications.

b. Team Members

Describe your team organization and the name and role of each individual you will assign to this project if awarded the contract. Include proposed internal (within the Proposer's team) and external (JV Partner and/or Subcontractors) reporting relationships.

Identify the individuals who will serve as the Project Manager and the Configuration Manager/Lead Developer as specified in Section 4.2, Key/Lead Team Member Qualifications, and provide their qualifications, and company affiliations. Provide a resume for both team members so that the Technical Panel can evaluate the capabilities of each. Proposer <u>must clearly demonstrate</u> that the Project Manager and Configuration Manager/Lead Developer meet <u>all the minimum qualification requirements</u> outlined in Section 4.2.

For these team members, a letter of commitment must be signed by the applicable individual and dated within five business days of the date that proposals are due. Each letter of commitment must include a statement by the applicable individual that, if the City awards an agreement to the Proposer, said individual intends to work on the Agreement at the percentage of work time specified by Proposer in its proposal for the duration of the Agreement. In the absence of a letter of commitment from an identified Key/Lead Team Member, the City may determine that the Proposer does not have commitment from the identified individual(s) and may reject the proposal as non-responsive.

For all other team members identified by Proposer as assigned to this project, provide a resume for each so that the Technical Panel can evaluate the capabilities of each team member to fulfill their project roles and complete the scope of services successfully.

c. Team Organizational Chart

Provide 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.

5.2.4 Work Approach

Describe the overall approach that the Proposer team proposes to use to successfully carry out work under the Agreement. Specifically address the following:

1. Overall approach for meeting goals and objectives of this RFP;
2. Approach for coordinating/managing all work activities, including coordination and communication with City staff to meet project milestones and deliverable due dates;
3. Approach to stakeholders of different technical abilities and diverse learning styles;

4. Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (quality assurance/quality control);
5. Approach and automated system for tracking bugs and features;
6. Approach for Business Process Reengineering when development will not fill a gap;
7. Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget;
8. Approach for ensuring data is migrated to the new system successfully;
9. Approach for ensuring a smooth Go-Live with minimal downtime; and
10. Location where the work is to be managed and location where each component of the work is to be performed.

5.2.5 Reference Projects

Provide a description of the **three** most recent projects previously managed by the Prime Proposer/Lead JV Partner AND **one** most recent projects previously managed by the Non-Lead JV Partner which must be of the type and scope of services specified in this RFP.

For Prime Proposer/Lead JV Partner, the three reference projects must demonstrate the following:

- Proposer offered the proposed procurement software product; and
- Proposed procurement software product was implemented for a government entity or university system representing at least 100,000 constituents; and
- It is within the last 7 years.

For Non-Lead JV Partner, the one reference project must demonstrate the following:

- Project was the implementation of a procurement system for a government or university entity; and
- It is within the last 5 years.

Proposer may not selectively choose reference projects; rather, Proposer must submit project descriptions for the most recent projects that meet the requirements above. Failure to submit the most recent projects may result in the City deeming the proposal non-responsive and/or deducting points from the evaluation process.

If a Proposer 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) procedure (included as Appendix K), 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 the following information:

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

5.2.6 Functional Requirements

The City's Functional Requirements for procurement software are enumerated in Appendix C, City Functional Requirements. Please review the instructions for completing this document carefully—they are included on the worksheet tab marked "Instructions". Proposer will indicate which of the City's requirements is <u>currently</u> met by their proposed software product. If a particular requirement is only partially met by the software product, the Proposer should so indicate. If there are questions concerning a particular requirement, please submit them via SFBid.

5.2.7 Project Schedule

Proposer shall provide a proposed project schedule (see Appendix D, Proposed Project Schedule), for the implementation of its software. An example is in the table below. Since we do not know the contract start date at this time, we do not expect actual dates; however, Contractor should assume a contract execution date of July 31, 2025.

Example Only:

STAGE	DEADLINE
Finalizing Requirements	Within 30 days from start of contract
Mapping Integration	Within 60 days from start of contract
Configuration	Within 90 days from start of contract
Testing of features	Within 110 days from start of contract
Training	Within 120 days from start of contract
Etc.	

5.2.8 Cost Proposal

This is a deliverable based contract.

Proposer Cost Response Form. There are three sections to the Proposer Cost Response Form (Appendix B). Please read the instructions for the Cost proposal carefully—they are contained in the worksheet marked "Instructions".

1. In Sheet A, the Proposer shall describe the licensing costs (and hardware costs if any) associated with the purchase of its software.

2. In Sheet B, the Proposer shall estimate the cost of each deliverable. Proposer should consider and calculate its deliverables in relation to how closely aligned their proposed product is to the City's stated Functional Requirements as described in Appendix C. For example, a product that is closely aligned (meets 85% of requirements or more) should require less development costs.

3. In Sheet C, the Proposer shall indicate its billing rates so that the City understands the basis for the deliverable costs. The billing rates provided may be subject to negotiation prior to award of contract and non-negotiable for the duration of the Agreement. The City may require the Contractor 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 form). 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 Contractor. The Contractor will be obligated to provide the services of individuals listed in the Team section for whom resumes and qualifications have been submitted as part of the proposal.

The Contractor's subcontractor markups shall not exceed 5% of subcontractors' actual labor costs. The Agreement will not permit markups on Other Direct Costs (ODCs) or materials for either the Contractor 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.

5.2.9 Reserved. (The SFPUC SIP Program)

5.2.10 Reserved. (CMD Forms)

5.2.11 Other Required Forms

Provide the following completed forms:

- Other City Forms (see Section 10, Additional City Requirements, for more information):

- o Minimum Compensation Ordinance (MCO) Declaration (included as Appendix F)
- o Health Care Accountability Ordinance (HCAO) Declaration (included as Appendix G)
- o First Source Hiring Program Agreement (included as Appendix H)
- o Release of Liability and Waiver (included as Appendix I)

6 Evaluation and Selection Criteria

This section describes the process for analyzing and evaluating proposals. All proposals will be evaluated using the same methods, as described below.

6.1 Initial Review

The City 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, and responsiveness to the material terms and conditions of the Agreement (included as Appendix A).

The City 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 City 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 City 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 City will not include any proposal deemed non-responsive in the overall evaluation process.

6.2 Overall Evaluation Process

After the initial review is complete, a Technical Panel selected by the City will use a two-part evaluation approach as described below:

Part I: Technical Proposal: Written Proposal and Cost Proposal
The City will distribute responsive proposals that meet all the minimum qualification requirements 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, OCA, other City agencies, and/or other utilities or other public entities. The City will not include staff closely involved with the preparation of this RFP and the development of the scope of services on any panel.

The Cost Proposal will be evaluated mathematically. There are 75 maximum points available for the Cost Proposal. The Proposer with the lowest cost proposal will receive the maximum 75 points. The next lowest will receive points based on the following formula: The total amount of

Lowest Cost proposal divided by the next lowest proposal cost multiplied by 75.

> Example: Proposer A has the lowest cost proposal at 100,000. Proposer B has a cost proposal of 125,000. 100,000 divided by 125,000 = .8 multiplied by 75 is 60. Proposer B gets 60 points.

Proposers must obtain a minimum score total of 360 points for the Technical Proposal (sum of Written Proposal and Cost Proposal scores), which is equivalent to 60% of the maximum available points for the Technical Proposal (first phase of the evaluation process), in order to be considered for a panel interview (second phase of the evaluation process).

Part II: Panel Interview: Demonstration and Clarification Phase

During this demonstration, qualified Proposers will be afforded the opportunity to demonstrate their software product. Proposers will be given, in advance, a script to demonstrate certain procurement processes. Technical Panel may ask clarifying questions about the software during the demonstration to ensure a thorough understanding of the functionality being offered. After the demonstration of functionality, Proposers will give a presentation on how they will approach remediating the recognized gaps in their software (in relation to the City's Functional Requirements). Finally, the Proposers will provide a case study demonstrating their experience in handling large scale integrations, such as an integration between their system and PeopleSoft.

The City reserves the right to limit participation in the demonstrations 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 City also reserves the right to disallow substitution of team members invited to participate in the oral interviews.

The Demonstration and Clarification Phase will also be used to clarify certain issues that may have arisen during the evaluation of the Technical Proposal. City may formulate questions and ask them at the demonstration. The same set of interview questions will be used for all Proposers and will be addressed via an addendum. Such addendum shall be made available to each Proposer that City records indicate has responded to this RFP. Proposers may also be scored on these follow-up questions.

The Technical Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

All proposals will be evaluated based on the criteria/scoring listed below.

Evaluation Section	Criteria	Total Points Available	Percentage Each Section
Part I: Technical Proposal	Software Product	50	50%
	Proposer and Team Qualifications	75	
	Work Approach	80	
	Reference Projects	45	
	Functional Requirements	125	
	Project Schedule	50	
	Cost Proposal	75	
	Technical Proposal Section Subtotal	**500**	
Part II: Demonstration	Demonstration of Offered Software Product according to City Script	300	50%
	Proposer gives a presentation on how recognized gaps in functionality will be resolved.	100	
	Proposer presents a case study that demonstrates its experience with a complex third-party integration, one that would be comparable to integrating with PeopleSoft.	75	
	Follow Up Interview Questions	25	
	Demonstration Subtotal	**500**	
	TOTAL POINTS AVAILABLE	**1000**	100%

6.3 Final Scoring

The City will tabulate the evaluation scores for the technical written proposal and Demonstration, 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 City will identify the Proposer with the highest total score as the highest-ranked Proposer eligible to proceed with the award of an Agreement.

7 Award of an Agreement

7.1 Standard Agreement Language

The successful Proposer will be required to enter into a contract substantially in the form attached hereto as Appendix A, City's Contract Terms. If Proposer is unable to accept City's Contract Terms substantially in the form presented, Proposer shall include a revised copy of City's Contract Terms with its Proposal, using Track Changes in Microsoft Word. The revised copy of City's Contract Terms must clearly:

1.   Mark those sections to which it objects;

2.   Set forth Proposer's alternative terms with respect to each such section; and

3.   Explain the basis for each proposed change.

If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiations with the Proposer that meets the Minimum Qualifications of this RFP whose proposal receives the next highest-ranking score.

7.2 Agreement Preparation

The City, at its sole discretion, may invite the highest-ranked Proposer to negotiate the proposed costs listed in the submitted Proposal Cost Response Form. The City reserves the right to proceed to negotiation with the next highest-ranked Proposer if the City 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 City, at its sole discretion, may select another Proposer and may proceed against the original Contractor for damages.

The City 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.

7.3 Agreement Administration

The City may direct the Contractor to perform work in phases. The City 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 City 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.

7.4 Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

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 are to promptly notify the City, 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 City will memorialize any substantive replies in written addenda to be made part of this RFP. The City will post all addenda on the SFBid website. This RFP will only be governed by information provided through written addenda. The City is not obligated to 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@sfwater.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 City will post change notices in the form of addenda on the SFBid website.

The City 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 City 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 City 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: (1) the RFP is unlawful in whole or in part; (2) one or more of the requirements of the RFP is onerous, unfair or unclear; (3) the structure of the RFP does not provide a correct or optimal process for the solicitation of the services; (4) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (5) 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 PM on the 10th working date prior to the 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@sfwater.org and omejiarocha@sfwater.org.

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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 consider only objections 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

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

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 proposal submission deadline. 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 submission deadline.

In no case will a statement of intent to submit a revised proposal, or the commencement of a revision process extend the proposal submission deadline 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 submission deadline.

At any time during the proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its proposal. The City 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 City 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 City 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 City. The proposals in response to the RFP will become the property of the City and may be used by the City in any way it deems appropriate.

8.10 Proposer's Obligations Under the Campaign Reform Ordinance

If a contrtact awarded pursuant to this Solicitation has (A) a value of $100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further

information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100 or go to https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders.

8.11 Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §7920.000 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

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:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Award fewer than the anticipated number of Agreements;
4. Reissue the RFP;
5. Prior to the proposal submission deadline, 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;
6. Procure any materials, equipment or services specified in this RFP by any other means; or
7. 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 Contract Monitoring Division (CMD) Requirements

9.1 Chapter 14B Local Business Enterprise Subconsulting Participation Requirements and Good Faith Outreach Requirements

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

9.1.1 LBE Subconsulting Participation Requirements

The LBE subcontracting requirement is waived for this contract.

Good Faith Efforts requirements are not applicable.

9.2 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 difference 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 in 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 the Article 131/Chapter 12B Equal Benefits Compliance, 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 (included as Appendix A), the Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

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.

Worker's Compensation Insurance with Employer's Liability limits not less than $1,000,000 in statutory amounts, per each accident, injury, or illness.

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 Insurance, applicable to network security liability with limits of $5,000,000 for each claim and each loss.

Cyber and Privacy Insurance, applicable to theft, dissemination, and/or use of confidential information with limits of $10,000,000 per claim.

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 must 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 must 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, Contractor must 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, the City shall not be obligated to process Contractor's requests for payments originating after such lapse until the City receives satisfactory evidence of reinstated coverage as required by the Agreement, effective as of the lapse date. If Contractor does not reinstate the lapsed insurance, 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 must furnish to the 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 the City shall not relieve or decrease the liability of the Contractor hereunder. If Contractor seeks to use a subcontractor to complete any portion of the Agreement obligations, Contractor shall ensure that the subcontractor provides all necessary insurance naming the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Contractor listed as additional insureds.

10.2   Standard Agreement

The Contractor must enter into a contract, substantially in the form of the Software as a Service Agreement, 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. 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 111 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.

10.6   First Source Hiring Program

If the contract is for more than $50,000, the First Source Hiring Program (San Francisco Administrative Code Chapter 83) may apply. Generally, this ordinance requires contractors to

notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the First Source Hiring Program is available on the web at http://oewd.org/first-source and from the First Source Hiring Administrator at (415) 701-4848.

10.7   City Vendor and Subcontractor Registration

The Contractor must become an "Approved Supplier" in order to enter into an Agreement with the 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. 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.

Visit the City's vendor portal, SF City Partners (https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx), 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 No. 345-88, all vendors conducting business with the City must 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 Reserved. (Chapter 14B Reporting Requirements)

10.11 Reserved. (Prevailing Wage)

10.12 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 they 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.

10.13 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. Please see Appendix J Sample CRA Questionnaire for reference.

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 City 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 City, with the assistance of CMD, will conduct an initial review of 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 City's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the City prior to 5:00 PM on or before the fifth working day following the City'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, and/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.

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 City finalizes Proposer rankings, the City will post the results on the [SFBid website](#).

Within five working days of the City'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, and/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 City prior to 5:00 PM on or before the fifth working day following the City'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 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 the City's posting of the results within the time and in the manner specified, above, then the City's selection will become final and City 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 City will not consider any protests or notices of protests made orally (e.g., by telephone).

Proposers must deliver any protests to cab@sfwater.org and omejiarocha@sfwater.org.

Subject: **PUC.PRO.0323** Government Procurement Software

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 Contractor 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 City. 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. **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.

3. **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 Report.** This document defines the project and shapes the contract. Participation in this phase may likely be in conflict with any future services.

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 a 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 City 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 City will not advise consultants on conflict of interest matters.

13 List of Appendices

A. Professional Services Agreement (P-648)

B. Proposer Cost Response Form (Excel file)

C. City Functional Requirements

D. Proposed Project Schedule

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. Sample CRA Questionnaire

K. SFPUC's Consultant Performance Evaluation (CPE)