# SFPUC Community Benefits Program Social Impact Partnerships

## **Table of Contents**

1.	SFPU	C Community Benefits Policy	3
2.	SFPU	CEnvironmental Justice Policy	4
3.	Geog	raphic Scope of SFPUC Service Territory	6
4.	Exam	ples of Social Impact Partnership Commitments from Contractors	7
5.	Social	Impact Partnerships in Contracts Process Overview	10
6. Prop	•	late Language for Community Benefits Commitments in Professional Services Request-for- Alternative Delivery Request-for-Proposals, and Energy Procurement Request-for-Offers	15
Α	. LAI	NGUAGE UNDER "BACKGROUND – SFPUC COMMISSION POLICIES" SECTION	15
B	. LAI	NGUAGE UNDER "SCOPE OF SERVICES" SECTION: Community Benefits	15
C.	. LAI	NGUAGE UNDER "PROPOSAL RESPONSE FORMAT" SECTION: Community Benefits Submit	tal
	15		
	I. (	Community Benefits and Environmental Justice Background and Context	15
	II. C	Community Benefits Terms and Conditions	16
	III.	Community Benefits Submittal Evaluation Criteria and Scoring Process	17
	IV.	Instructions for the Community Benefits Submittal	17
	Α.	Community Benefits Work Approach	17
	В.	Community Benefits Commitments	19
	C.	Project Team/Organization	19
	D.	Accountability and Deliverables	20
	Ε.	Statements of Understanding	21
D	. LAI	IGUAGE UNDER "EVALUATION AND SELECTION CRITERIA" SECTION	21
Ε.	LIS	TED UNDER "LIST OF APPENDICES"	22
7.	Samp	le Pre-Submittal Conference Agenda	24
8.	Samp	le Selection Panel	25
9.	Samp	le Panel Participant Acknowledgement Form	26
10.	Sar	nple Confidentiality Form for Request-for-Proposals/Request-for-Offers Panel Reviewers	28
11.	Sar	nple Scoring Tool	30

12.	Template Language for Community Benefits Commitments in Final Agreement	32
13.	Bi-Annual Reporting Form	36
14.	Template Annual Newsletter	38

## **1. SFPUC Community Benefits Policy**

(SFPUC Commission Resolution No.11-0008, dated January 11, 2011)

The San Francisco Public Utilities Commission affirms and commits to the goal of developing an inclusive and comprehensive community benefits program to better serve and foster partnership with communities in all SFPUC service areas and to ensure that public benefits are shared across all communities.

The SFPUC acknowledges its responsibility to develop a community benefits program that is intentional in its participation and support programs and projects that are designed to benefit the community, is centrally coordinated within the SFPUC, applies to all of SFPUC's operations and its activities in all SFPUC service areas, and which is sustainable, transparent, measurable, and accessible by stakeholders and SFPUC staff.

The SFPUC defines community benefits as those positive effects on a community that result from the SFPUC's operation and improvement of its water, wastewater and power services. The SFPUC seeks to be a good neighbor to all whose lives or neighborhoods are directly affected by its activities. The SFPUC has adopted a "triple bottom line" analysis to guide its decisions, balancing the SFPUC's economic, environmental and social equity goals, to promote sustainability and community benefits.

The SFPUC will devote sufficient resources and authority to SFPUC staff to achieve outcomes including:

(1) Stakeholder and community involvement in the design, implementation and evaluation of SFPUC programs and policies;

(2) Workforce development, including coordination of internal and external workforce programs and strategic recruitment, training, placement, and succession planning for current and future SFPUC staff to ensure a skilled and diverse workforce;

(3) Environmental programs and policies which preserve and expand clean, renewable water and energy resources, decrease pollution, reduce environmental impacts, and reward proposals for innovative and creative new environmental programs;

(4) Economic development resulting from collaborative partnerships which promote contracting with local companies, hiring local workers, and providing efficient, renewable energy at reduced costs;

(5) Support for arts and culture related to the SFPUC's mission, goals and activities;

(6) Educational programs;

(7) Use of land in a way that maximizes health, environmental sustainability and innovative ideas;

(8) Diversity and inclusion programs and initiatives;

(9) In-kind contributions and volunteerism; and

(10) Improvement in community health through SFPUC activities, services and contributions.

In application of this policy to SFPUC's operations, projects and activities, SFPUC staff shall:

- Develop processes to effectively engage stakeholders and communities in all SFPUC service areas.
- Develop and update a budget and staffing plan to implement and sustain the Community Benefits Program.
- Develop an implementation strategy to review, analyze and coordinate community benefits initiatives and integrate these initiatives into an agency-wide Community Benefits Program.
- Implement the Environmental Justice Policy that the SFPUC adopted on October 13, 2009.
- Develop and implement guidelines, metrics, and evaluation methodologies for existing and future community benefits initiatives.
- Develop diverse and culturally competent communication strategies to ensure that stakeholders can participate in decisions and actions that may impact their communities.
- Develop performance measures to evaluate the Community Benefits Program and report the results.
- Develop new and continue to implement existing initiatives to avoid or eliminate disproportionate impacts of SFPUC decisions and activities in all service areas.

## 2. SFPUC Environmental Justice Policy

(SFPUC Commission Resolution No.09-0170, dated October 13, 2009)

The San Francisco Public Utilities Commission affirms and commits to the goals of environmental justice to prevent, mitigate, and lessen disproportionate environmental impacts of its activities on communities in all SFPUC service areas and to ensure that public benefits are shared across all communities.

The SFPUC defines environmental justice as the fair treatment of people of all races, cultures, and incomes and believes that no group of people should bear a disproportionate share of negative environmental consequences resulting from the operations, programs, and/or policies of the SFPUC.

The SFPUC acknowledges that enforcement of environmental laws, rules, regulations, and best practices that apply to its resource supply, operations and delivery of water, wastewater, and power services is core to the fair treatment of the people we serve and the stewardship of our lands.

The SFPUC believes that everyone has the right to a job and reaffirms its commitment as an equal opportunity provider.

In application of this policy to SFPUC projects and activities, SFPUC staff shall:

- Develop and implement training in SFPUC environmental justice issues in conjunction with staff orientation and continuing education efforts.
- Recognize community need for employment through continuation and expansion of workforce development strategies, including green job opportunities in community historically disproportionately burdened by pollution.

- Identify new and continue to implement existing initiatives to avoid or eliminate disproportionate impacts of SFPUC decisions and activities in all service areas.
- Develop diverse and culturally appropriate communication strategies to ensure that stakeholders can participate in decisions and actions that may impact their communities.
- Work with stakeholders, including the SFPUC's Citizens Advisory Committee (CAC) and CAC Environmental Justice Subcommittee, to:

(1) Develop a concise checklist of environmental justice guidelines or best practices that may be useful in assessing how SFPUC actions are improving or can improve specific proposed SFPUC projects, in addition to the enforcement of applicable environmental laws, rules, regulations and the above standards.

(2) Identify SFPUC projects that best demonstrate the implementation of this policy and useful best practices.

(3) Identify SFPUC projects that may have additional environmental impacts on communities already affected by disproportionate environmental impacts and work to minimize those impacts.

(4) Continue to identify and partner with organizations in order to prioritize, establish and fund appropriate activities to improve environmental justice performance in communities already affected by disproportionate environmental impacts of SFPUC activities.



## 3. Geographic Scope of SFPUC Service Territory

Any Social Impact Partnership (SIP) strategies proposed by a firm (Proposer) must benefit the communities, neighborhoods, and/or residents served or impacted by the SFPUC. The SFPUC service area includes the following counties: Tuolumne, Mariposa, Stanislaus, San Joaquin, San Francisco, Alameda, San Mateo, and Santa Clara. The Proposer should ensure its commitments are directed to the specific community or neighborhood impacted by the Project and as stated in the Request for Proposal.

## 4. Examples of Social Impact Partnership Commitments from Contractors

Through the SIP program, multinational and local engineering, architecture, and construction firms amongst others are committing and delivering financial contributions, volunteer hours, and goods/products to local schools and nonprofits in the communities where the SFPUC operates and provides services. The commitments are firm, quantifiable, and made throughout the term of the agreement.

As requested by potential proposers, examples of past SIP Commitments are made publicly available as part of the advertised RFP/RFO for illustrative purposes only. The contracting community has expressed interest in learning about specific examples of commitments made through the SIP program that have a significant community impact. The following list provides examples of community benefits programs and initiatives that have been committed by private firms awarded contracts by the SFPUC. Please note that this list is not exhaustive, is for illustrative purposes only and is not meant to be prescriptive.

#### Jobs Awareness/Exposure and Internships

The SFPUC understands the importance of building a strong, diverse, and skilled 21<sup>st</sup> Century workforce to ensure the region's economic stability and prosperity, particularly for mission-critical jobs related to SFPUC's core functions. Successful strategies to promote jobs awareness, exposure and internships result in reduced costs to recruit and retain a skilled and diverse workforce.

#### Examples

- 1. Support programs that provide robust job and career exploration and summer internships for high school seniors and/or local college students, exposing them to careers in civil and environmental engineering, architecture, environmental planning, construction management, and others.
- 2. Support programs that partner with local workforce and youth development agencies to develop training curricula for entry-level jobs and provide job placement assistance.
- Support nonprofits and building and construction trades unions state-approved training
  programs that prepare workers and place them in careers in the construction and professional
  service fields.
- 4. Support programs that provide barrier removal services to employment, including access to affordable childcare, assistance with accrued fees and fines, and other support necessary for local residents to become job ready.
- 5. Provide in-kind support to local nonprofits (laptops, software) so they can improve the technology skills of low-income, low-skilled workers.

#### **Small Business Support**

The SFPUC is committed to small business strategies resulting in public-private-community partnerships which promote contracting opportunities with local, small businesses that hire local workers from the neighborhood impacted by the project. Successful proposals will ensure that the businesses and workers

that make up the local communities where the SFPUC operates and provides services receive economic benefits from the project.

#### Examples

- 1. Offer trainings and courses to small, local businesses and nonprofits in partnership with the SFPUC Contractor Assistance Center located in the Bayview Hunters Point community.
- 2. Support programs and organizations that develop small, local businesses and nonprofits in business management.
- 3. Train small, local businesses on specific scopes of work related to the projects (e.g. estimating, project scheduling, accounting/cash flow management, and communications/graphics).
- 4. Offer mentorship to small, local businesses and nonprofits to develop their business plans and diversify their funding sources.
- 5. Support nonprofit community-based-organizations that provide business training and technical assistance to small, local businesses wanting to compete for and participate on contracting opportunities with the City and County of San Francisco.

#### Education

The SFPUC is focused on ensuring that students are building the foundation to become ecoliterate citizens, and ultimately the guardians and stewards of the SFPUC water, power, and sewer systems. Investments may include activities and initiatives that support science and engineering curriculum, involve partnerships with local educational nonprofits and schools and that take into consideration the priorities of the school district.

#### Examples

- 1. Programs that support the advancement of engineering and science education in disadvantaged communities impacted by the SFPUC, e.g. funding the development of ecoliteracy curricula and teacher professional development in local public schools for grades K-12.
- 2. Programs that "adopt a local school" and provide support and resources in the neighborhoods impacted by the SFPUC.
- 3. Programs that bring the Contractor's professional staff into the community to effectively engage and promote a culture of science, technology, engineering, mathematics, and civic engagement, such as serving as mentors to students, tutoring, or making presentations in classrooms.
- 4. Support for scholarship awards to college or to learning experiences for youth and young adults.
- 5. Provide professional design and energy efficiency services to public school districts to support their sustainability efforts, especially in disadvantaged schools.

#### **Environment and Community Health**

The SFPUC defines environmental justice as the fair treatment of people of all races, cultures, and incomes and believes that no group of people should bear a disproportionate share of negative environmental consequences resulting from the operations, programs, and/or policies of the SFPUC (See SFPUC Environmental Justice Policy.) The SFPUC seeks to prevent, mitigate, and lessen the disproportionate environmental impacts of its activities on communities in all our service areas. Successful proposals address environmental justice concerns and improve health outcomes in the community.

#### Examples

- 1. Support innovative urban agriculture initiatives (such as community gardens, urban farms, greenhouses) that educate students and residents in food deserts about sustainability practices, such as rainwater harvesting or use of native, drought-tolerant plants.
- 2. Support for innovative health and wellness programs or projects in communities that face health disparities, including support for mental health professionals in schools or community organizations and support for community organizations to engage in air pollution monitoring.
- 3. Support for programs that promote healthy food access for residents that lack access.

#### Housing and Economic Support

SFPUC's Environmental Justice Analysis that was published alongside the SFPUC Biosolids Digesters' Facilities Project Environmental Impact Report identified community needs in the Bayview Hunters Point neighborhood where SFPUC's projects and operations are located. Some community needs include addressing the higher rate of homeowner foreclosure and homelessness relative to the rest of the city and threat of residential displacement. Investments may result in preventing displacement of long-term residents and businesses in the community and promoting economic stability for residents and businesses.

#### Examples

- 1. Support home foreclosure program to help long-time residents stay in their homes
- 2. Support for organizations that promote first-time home ownership opportunities.
- 3. Technical assistance and support for organizations that construct and/or renovate community housing, community retail, non-profit spaces, or other identified public assets.
- 4. Technical assistance for mold prevention, remediation, or energy efficiency upgrades.
- 5. Support nonprofits that provide financial assistance and coaching to low-income homeowners, nonprofits, and small businesses.

## 5. Social Impact Partnerships in Contracts Process Overview

#### Solicitation Development Phase

- Contract Number and Analyst are assigned.
- Contract Analyst in Infrastructure's Contract Administration Bureau (CAB) identifies Request for Proposal/Request for Offers (RFP/RFO) with anticipated contracts of \$5 million and above for professional services, alternative delivery construction, and power procurement solicitations to include voluntary Social Impact Partnerships (SIP) commitments. SIP staff is notified.
- SIP staff meet with Project Manager and Contract Analyst to determine geographic scope as it relates to the scope of work: Upcountry (Tuolumne, Mariposa, Stanislaus and San Joaquin counties), Peninsula (San Mateo and Santa Clary counties), East Bay (Alameda counties), San Francisco, Southeast San Francisco, etc.
- Template RFP/RFO includes SIP standard template language that has been approved by City Attorney. SIP standard template language is updated with the eligible geography that aligns with the scope of work. The Request for Proposal/Request for Offers is uploaded on SFBid for Project Manager, Contract Analyst, and City Attorney to review and approve. SFBid is a website where the SFPUC posts RFPs/RFOs and all their associated documentation.
- RFP/RFO is advertised on SFBid.

#### Proposal Preparation and Submittal Phase

- The same laws that apply to all City contracting also apply to SIP staff and the SIP Section of the RFP.
- SIP Staff comply with all City contracting rules related to active solicitations. For example, SIP staff cannot communicate with potential proposers during the Restricted Communications Period (aka cone of silence) after the RFP/RFO is advertised or published on the Contract Advertisement Report and before SFPUC has awarded the contract or has otherwise terminated the competitive process.
- SIP staff participate in the Pre-Bid Submittal Conference and present a SIP Overview to provide information to all potential bidders about the SIP parameters in the RFP/RFO and answers any SIP-related questions. As requested by potential proposers, examples of past SIP Commitments are made publicly available as part of the advertised RFP/RFO for illustrative purposes only.
- SFPUC staff identifies panelists for two panels to review the written proposals: a technical panel reviews the written submittals on the project work, and a SIP panel reviews the SIP submittals. Panelists for the SIP panel are identified based on the following criteria: programmatic expertise related to SIP program components; experience serving the local community in the eligible geography; did not participate in the development of the RFP/RFO; and no potential conflicts of interest with proposing firms or proposed beneficiaries as far as staff know.
- Panelists are approved by the Contract Monitoring Division (CMD). CMD reviews the panels for the following criteria before approving.
  - Panelists must be diverse in gender and race.
  - At least 50% of SIP panelists must be non-PUC staff.
- All panelists must sign a conflict of interest and confidentiality form under the penalty of perjury to indicate that they do not have a financial interest in the proposing firms or nonprofit/school beneficiaries listed in the proposals. CAB collects all conflict of interest and confidentiality forms and keeps them on file.

- Firms submit their questions regarding the solicitation through SFBid or to the CAB Contract Analyst. The Contract Analyst works with relevant staff to get a written answer. CAB posts the written answers to SFBid so that all potential proposers have access to the same information. If proposers contact any SFPUC staff, including SIP staff, about an active solicitation during the Restricted Communications Period, proposers are directed to send their questions to the CAB Contract Analyst so that no one proposer has access to more information than other proposers.
- Proposals are submitted by proposing firms to CAB.

#### Proposal Evaluation and Selection Phase

- CAB hosts panel orientations for both technical and SIP Panels. The panel orientations are monitored and attended by a Contract Monitoring Division (CMD) officer to provide guidance to panelists on the process and procedures dictated by city law. CAB and CMD ensures there is no undue influence on the panelists when staff is communicating with panelists.
  - Panelists are not allowed to communicate with each other or SFPUC staff during the review period.
  - Panelists are not allowed to use information outside of the written SIP Submittals to complete their scoring.
  - Any questions that panelists have must be submitted to the CAB Contract Analyst.
     Answers to the questions are provided to all panelists so that all panelists have the same information.
- SIP Panelists review the SIP Submittal of the proposal and submit the scores to the Contract Analyst (*SIP accounts for 5% of the total points*). Panelists utilize a scoring rubric with evaluation criteria based on Work Approach, Types of SIP Commitments, Project Team, Accountability and Deliverables. The scoring rubric and evaluation criteria are publicly posted in the RFP and on the SFPUC website, which are publicly accessible at all times.
- CAB Contract Analyst tallies the scores, including the SIP scores which accounts for 5% of the total points, to determine the highest-ranked proposal. After the protest period, Contract Analyst posts notice of anticipated contract award on the SFBid website.
- CAB Contract Analyst and Project Team draft the Contract Agreement. The firm's proposed SIP commitments are included in the draft Contract Agreement.
- Final Rankings are posted and available on the SFBid website and the highest ranked proposers are recommended for award.
- The contract is brought to the SFPUC Commission for approval. If the contract is over \$10M or over 10 years, the contract is brought to the Board of Supervisors for approval.
- Contract Analyst submits the draft Contract Agreement to the City Attorney for review and approval.
- The contract is executed by the City and County of San Francisco and the selected proposer.
- Notice of Contract Award is issued.

#### Contract Implementation and Oversight

- The SFPUC Technical Project Team for the contract works with the selected firm on the first Task Order. Notice to Proceed (NTP) for first Task Order is issued
- Within 3 months of NTP, SIP staff meets with selected firm for a kick-off meeting to provide an overview of the SIP program and reporting requirements outlined in the contract agreement. Firm presents on their desired outcomes, activities, and workplan for the current fiscal year.
  - The kick-off meeting includes:
    - SFPUC: SIP Staff
    - Firm: Executive-in-Charge and SIP Coordinator

- Reporting requirements submitted through an online form: https://www.tfaforms.com/4704114
  - Due January 31: Q1Q2 report for commitments delivered July 1 to December 31
  - Due July 31: Q3Q4 report for commitments delivered January 1 to June 30, annual newsletter for the previous fiscal year, annual workplan for upcoming fiscal year
- Bi-annual reports (Q1Q2, Q3Q4) request the following information:
  - Summary of outcomes and activities
  - Commitments delivered in financial, volunteer hours and value of goods/products
  - Nonprofit or school partners
  - Name of the program
  - Program area
  - Geographic areas that benefitted from commitments (county, city, zip codes)
  - Duration of commitment
  - Was this commitment in the original proposal? If no, explain why.
  - Documentation to verify the commitments delivered (at least one document must be submitted to substantiate the commitment delivered). Examples of documentation are:
    - Letter from the beneficiary nonprofit or school acknowledging receipt of the financial contribution(s), goods/products, or completion of volunteer hours
    - A copy of a check, check stub, credit card statement, or proof of electronic funds transfer.
    - A copy of the internal tracking system of employee volunteer hours detailing the name, number of employees, and volunteer hours associated with each employee.
    - The value of the goods/products verified through either a copy of a receipt, check, check stub, credit statement, or proof of electronic funds transfer to purchase the good or an agreed upon good faith estimate of the value of the good validated by the beneficiary
  - Key Performance Indicators that are applicable such as
    - Education/ Environment and Community Health
      - # of youth served
      - # of teachers served
      - # and names of schools served
      - Jobs Exposure/Awareness and Internships
        - # of interns/trainees supported
        - # of interns/trainees placed in jobs
        - # of workers that had barriers to employment removed: childcare, union dues, driver's license fees, personal protective equipment, work tools and equipment
      - Small Business Support
        - # and name of small local businesses supported
        - # of jobs created by the small local business supported
        - # of businesses prevented from displacement
      - Housing and Economic Support

- # of households support and description of types of services received
- # of households that received services to prevent displacement
- Other
  - # and name of events supported
  - # of participants served at events
  - # of [Fill in the Blank of types of beneficiaries] and description of specific outcomes achieved
- If firms have no activities, firms email to inform SIP staff that there have been no activities for the reporting period.
- After the January 31 and July 31 reporting deadlines:
  - SIP staff follows up with firms who have not submitted reports to remind firms to submit their reports or email SIP staff that they had no activities for the reporting period.
  - If firms submit reports that have incomplete information or documentation, SIP staff follows up with firms to obtain information or documentation.
  - For complete and substantiated reports, SIP staff accepts the reports into its Salesforce system.
- Per the contract agreement, SIP staff schedules an annual meeting with each firm to review their workplan, timelines, delivery and performance outcomes
- As-needed meetings may be scheduled in between annual workplan meetings for the following reasons:
  - SFPUC invites all participating SIP firms to the Annual All Firms' Meeting for firms to share information about their SIP approaches with each other, to learn about community needs, and approaches to meet those needs. Firms learn about a variety of opportunities including programs that other firms have supported that have been impactful.
  - Share data and research about the needs of the local communities in the eligible geography and program areas that firms indicated their proposal e.g. all firms with contracts in the Upcountry region have been invited to an Upcountry Learning Call
  - If there are staff changes for SFPUC or firm related to the contract, introductory meetings may be scheduled to review past work and current workplan.
  - If modifications are being considered by firms, firms may request a meeting to discuss whether the modifications are consistent with the parameters of the contract
- Modifications to Workplan
  - Consistent with the SFPUC's contracting process, below are the steps in the SFPUC's administrative oversight process for reviewing and accepting proposed changes:
    - Firms are required to submit annual workplans via an online reporting form
    - If a Firm would like to request a change to their workplan, then the firm must submit the addition to the workplan in writing or via the online form to the SIP staff with a justification for the change(s) being made.
    - For approval, SIP staff reviews the written request for whether the proposed addition is consistent with the parameters of the contract, specifically: legally permissible activities e.g. must support a school or nonprofit, geographic scope and program area content. SIP staff will accept the new workplan addition via the online form or send a written confirmation of the approved modification and/or addition. Written confirmation is uploaded to Salesforce.

• Firms may include the approved activities as part of their biannual reporting on actual commitments with a justification for the change(s) being made.

#### Contract Closeout

- Once a firm has delivered all its proposed SIP commitments and submitted the corresponding reports and documentation, SIP staff prepares a draft closeout letter.
- SIP staff emails the draft closeout letter and a summary of completed SIP activities to the Firm's Executive-in-Charge and Firm's SIP Coordinator for any edits and final approval. Once drafts are approved, the final closeout letter and summary of activities are sent to the Firm's Executive-in-Charge, Firm's SIP Coordinator, SFPUC Enterprise/Bureau Assistant General Manager, SFPUC Project Manager, SFPUC SIP Manager and SIP staff.
- SIP Staff saves a copy of the email sent with the final closeout letter as a file in Salesforce.

## 6. Template Language for Community Benefits Commitments in Professional Services Request-for-Proposals, Alternative Delivery Request-for-Proposals, and Energy Procurement Request-for-Offers

#### A. LANGUAGE UNDER "BACKGROUND - SFPUC COMMISSION POLICIES" SECTION

The SFPUC has adopted policies that reflect the agency's commitment to sustainability and environmental stewardship, community benefits, environmental justice and innovative technologies. Proposers must demonstrate an ability to comply with and advance the following policies:

#### **Environmental Justice Policy**

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

#### Refer to: http://sfwater.org/Modules/ShowDocument.aspx?documentid=3568

#### **Community Benefits Policy**

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

Refer to: http://sfwater.org/Modules/ShowDocument.aspx?documentid=3570

#### B. LANGUAGE UNDER "SCOPE OF SERVICES" SECTION: Community Benefits

See Section 5.2.11 of the RFP for Community Benefits Submittal Instructions and Appendix C of the RFP for SFPUC's Community Benefits Program Supporting Documents.

#### C. LANGUAGE UNDER "PROPOSAL RESPONSE FORMAT" SECTION: Community Benefits Submittal

#### I. Community Benefits and Environmental Justice Background and Context

In 2009 and 2011, the SFPUC Commission passed the Environmental Justice and Community Benefits Policies, respectively. These policies guide the agency's efforts to be a good neighbor to all whose lives

or neighborhoods are directly impacted by our operations, programs, and policies. Full text of the 2011 Community Benefits Policy and the 2009 Environmental Justice Policy is available in Appendix C of the RFP.

The SFPUC defines community benefits as those positive effects on a community that result from the operation and improvement of our water, wastewater and power services. The agency defines environmental justice as the fair treatment of people of all races, cultures, and incomes and believes that no group of people should bear the disproportionate share of negative environmental consequences resulting from the operations, programs, and/or policies of the SFPUC. The SFPUC seeks to prevent and lessen the disproportionate environmental impacts of its activities on communities in all of our service areas. The SFPUC seeks to partner with contractors who share our responsibility to be a good neighbor and deliver concrete positive benefits to the communities, neighborhoods, and residents impacted by the SFPUC.

Proposers are invited to submit a voluntary stand-alone Community Benefits Submittal ("CB Submittal"), detailing the Community Benefits Commitments ("CB Commitments") it will commit to provide if Proposer is awarded the Agreement. The terms and conditions, instructions for submittal, and evaluation criteria for the CB Submittal are set forth below.

#### II. Community Benefits Terms and Conditions

The Contractor shall provide the CB Commitments detailed in its CB Submittal during the term of the Agreement. The representations, warranties, and other terms contained in the Contractor's CB Submittal will be the basis for a Community Benefit Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities. [FOR ALTERNATIVE DELIVERY RFPs ONLY - CB Commitments shall not be passed down to Trade Subcontractors as a requirement through competitively bid Trade Bid Packages.]

Providing community benefits is a deliverable, zero-dollar task. No hours or dollars should be allocated or included in Contractor's costs for the services under this Agreement in order to perform or deliver the proposed CB Commitments. The Contractor shall fund the CB Commitments independently and such funding shall neither be tied to, nor dependent upon, SFPUC funds or sources of funding receivable from SFPUC, including retention associated with this Agreement. This requirement of independent funding includes direct financial contributions and any funding related to the performance or delivery of the CB Commitments. The provision of CB Commitments does not entitle Contractor to additional work beyond the services specified within the Agreement.

The Contractor shall commence performance of the CB Commitments promptly after issuance of the first Notice to Proceed (NTP) for this Agreement. CB Commitments performed as part of previous contracts or prior to Contractor being awarded the Agreement cannot count towards the Contractor's CB Commitments for this Agreement. If a Proposer has established programs or plans that are

consistent with the Community Benefits areas described in this RFP, the Contractor may continue those programs as part of its CB Commitments and will be given credit for activities that are performed following the issuance of the first NTP by the SFPUC.

#### III. Community Benefits Submittal Evaluation Criteria and Scoring Process

The CB Submittal is a stand-alone, voluntary proposal that is reviewed by a separate panel of community benefits specialists ("Community Benefits Panel"). The CB Submittal is valued at 5% of the total RFP points. For this RFP, the CB Submittal is valued at 50 points under Section 6.2.1 (Written Proposal Evaluation). The evaluation and scoring will be based on the following criteria:

A. Community Benefits Work Approach	35% of total CB Points	
B. Community Benefits Commitments	50% of total CB Points	
C. Project Team/Organization	10% of total CB Points	
D. Accountability and Deliverables	5% of total CB Points	
Total:	100% of total CB Points	

A copy of the CB Submittal Scoring Tool is available in Appendix C.

[[FOR ALTERNATIVE DELIVERY RFPs ONLY - Scoring will be awarded on a scale based on the types of commitments proposed. The highest commitment under each category (financial contribution, volunteer hours) will be awarded the full point value and then points will be awarded on a decreasing prorated scale.]

#### IV. Instructions for the Community Benefits Submittal

The CB Submittal shall not exceed five (5) pages, shall have a minimum of 10-point font, shall have at least one-inch margins, and shall include the name of the Proposer and the title of the RFP on each page. Each required section of the CB Submittal proposal must be clearly marked. The required Community Benefits Commitments Table can be on the 11X17 page in PDF. The proposal must be submitted by uploading the proposal in SFBid under the "Community Benefits Submittal" section, labeled clearly as the CB Submittal with the name of the Proposer and the title of the RFP.

#### The CB Submittal must include the following sections:

- A. Community Benefits Work Approach
- B. Community Benefits Commitments
- C. Project Team/Organization Information
- D. Accountability and Deliverables
- E. Statement of Understanding
- A. Community Benefits Work Approach

The CB Submittal must describe measurable, quantifiable, and positive outcomes to the community or communities impacted by the Project that meet a demonstrated community need(s). The Proposer's CB Commitments must be invested in the specific community or neighborhood impacted by the Project, in this case, [INSERT RELEVANT COUNTIES BASED ON THE LOCATION OF THE PROJECT WORK - San Francisco, Alameda, San Mateo, Santa Clara, Tuolumne, Mariposa, Stanislaus, and San Joaquin counties.] Proposers should identify projects and/or activities in the one or more of the areas listed below, which are consistent with the outcomes described in the SFPUC Community Benefits Policy. The CB Submittal shall provide a detailed explanation of how the Proposer's CB Commitments will be delivered as part of a cohesive and integrated plan to achieve the outcomes it intends to provide.

- Workforce Development The SFPUC understands the importance of building a strong, diverse, and skilled 21<sup>st</sup> Century workforce to ensure the region's economic stability and prosperity, particularly for mission-critical jobs related to SFPUC's core functions. Successful workforce development strategies may include public-private-community partnerships that focus on identifying workers from impacted areas, removing barriers to employment, providing support services and offering internships and on-the-job training.
- Economic Development The SFPUC is committed to economic development strategies resulting in public-private-community partnerships which promote contracting opportunities with local, small businesses that hire workers from the neighborhood impacted by the project. Successful proposals will ensure that the businesses and workers that make up the local communities where the SFPUC operates and provides services receive economic benefits from the project.
- Environmental Justice Programs The SFPUC defines environmental justice as the fair treatment of people of all races, cultures, and incomes and believes that no group of people should bear a disproportionate share of negative environmental consequences resulting from the operations, programs, and/or policies of the SFPUC. The SFPUC seeks to prevent, mitigate, and lessen the disproportionate environmental impacts of its activities on communities. Successful proposals address environmental justice disparities, improve health outcomes in the community, and support the continued presence of long-term residents and businesses in the community.
- Education The SFPUC is focused on ensuring that students are building a foundation to become the guardians and stewards of the SFPUC water, power, and sewer systems. Successful education proposals may include activities and initiatives that support science and engineering curriculum, involve partnerships with local educational nonprofits and schools, and take into consideration the priorities of the school districts.

The CB Submittal shall describe the nonprofit, educational or charitable organization(s) with whom the Proposer intends to partner, along with their programs or strategies, which have demonstrated track records delivering the intended outcomes. Preference will be given to organizations, which have a demonstrated track record delivering these outcomes to the communities impacted by the project.

All CB Commitments must support nonprofit, charitable, or related activities. CB Commitments shall not go to, nor benefit, any City department or employee. CB Commitments are separate from, and in addition to, any regulatory or legal requirements related to the contract (e.g. local hire, LBE requirements, environmental mitigation, etc.). [FOR ALTERNATIVE DELIVERY RFPS ONLY - CB Commitments shall not be passed down to Trade Subcontractors as a requirement in competitively bid Trade Bid Packages.]

#### B. Community Benefits Commitments

The Proposer shall summarize the CB Submittal in a table or spreadsheet ("Community Benefits Commitments Table") that includes a description, as applicable, of: 1) the community benefit initiative or partner; 2) expected outcomes; 3) timetable and duration of the CB Commitments; and 4) dollar amount of direct financial contributions, number and cost of volunteer hours, and in-kind contributions that will be committed to each specific initiative, as well as for the total contribution amount for the term of the Agreement using the table below. The standard rate for volunteer hours for this RFP is \$150/hr. Proposers shall demonstrate that they have dedicated sufficient resources to achieve the intended outcomes described above in Section A.

				(A)	(B)	(C)	(D)	(E)	(F)
Communit y Benefits Priority Area (choose from above)	Communit y Benefits Initiative or Partner	Expected Outcome S	Timetabl e & Duration	Direct Financial Contributio n	Voluntee r Hours	Volunteer Hourly Rate (rate is standardized )	Total Value of Voluntee r Hours (B x C)	In-Kind Contribution S	Total Contribution s (A + D + E)
1.				\$	Hrs	\$150/hr	\$	\$	\$
2.				\$	Hrs	\$150/hr	\$	\$	\$
TOTAL				\$	Hrs		\$	\$	\$

#### **Community Benefits Commitments Table**

#### C. Project Team/Organization

The CB Submittal shall include a description of the Proposer and the Proposer's overall approach to community benefits and social responsibility. The Proposer shall include a list of the role(s) of individuals that will be responsible for implementation of the CB Commitments and describe their commitment to corporate social responsibility. The list shall detail the following for each team member: (1) qualifications, (2) specific responsibilities, (3) decision making authority, and (4) relevant contact information, including phone number and email address. The Proposer must identify a Community Benefits Executive in Charge and a Community Benefits Coordinator. The Community Benefits Executive

in Charge will manage the implementation of the CB Submittal, provide fiduciary oversight, and ensure that the proposed CB activities are delivered to the communities that they are intended to benefit in a transparent and otherwise accountable manner. The Community Benefits Coordinator shall organize, plan, track, and report on the progress of all CB activities. The Executive in Charge is responsible for coordinating the senior management of the Proposer's subconsultants to provide benefits to the community should such subconsultants choose to participate.

#### D. Accountability and Deliverables

The Proposer shall provide a detailed description of the accountability methods to ensure that the proposed CB Commitments will be delivered in a transparent and accountable manner. The Proposer shall detail a clear internal plan for tracking, monitoring, and reporting on a regular basis to enable the SFPUC to easily verify that the Proposer's CB Commitments are delivered as intended throughout the life of the contract.

#### Proposers must provide the following deliverables during performance of the Agreement:

#### 1. Contractor: Community Benefits Plan and Timeline

- The Contractor shall develop a Community Benefits Plan within three (3) months of issuance of the first NTP. The Community Benefits Plan will provide details regarding community partnerships, expenditures, a schedule, and timelines related to the CB Submittal.
- The Contractor is invited to meet once a year thereafter or as needed with the SFPUC External Affairs' Social Impact Partnership Manager during the term of the Agreement to discuss the work plan, timelines, partners, strategic delivery, scale, and performance necessary to ensure the commitments maximize collective resources and positive impact.

#### 2. Contractor: Community Benefits Commitments and Reporting

- The Contractor will deliver the proposed CB Commitments specified in the CB Submittal and the Community Benefits Plan. Any proposed changes to the CB Commitments as set forth in the final Agreement shall be submitted in writing for review by the SFPUC External Affairs' Social Impact Partnership Manager.
- The Contractor shall submit biannual progress reports to the SFPUC External Affairs' Social Impact Partnership Manager, which detail the geographic scope of commitment, activities and outcomes, key metrics, and the total number of hours, dollars, etc. contributed to-date. Progress reports are to be submitted on the last business day of the month following the close of the 2nd and 4th business quarters. As part of the progress reports, the Contractor will also be required to submit documents to substantiate that the CB Commitments and any funds associated therewith were delivered to the communities they were intended to benefit. These reporting requirements may be adjusted over the duration of the program due to system improvements.
- The Contractor shall also submit an annual newsletter documenting the culmination of their Community Benefits Commitments, beneficiaries, and outcomes for the year.

#### E. Statements of Understanding

The Proposer must state in their CB Submittal that they understand the following statements:

- All instructions for the CB Submittal have been followed.
- Any of the CB Commitments that the Proposer commits to should directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- CB Commitments must support nonprofit, charitable, or related activities.
- CB Commitments shall not go to, nor benefit, any City department or employee.
- CB Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- [FOR ALTERNATIVE DELIVERY RFPs ONLY Commitments shall not be passed down to Trade Subcontractors as a requirement in competitively bid Trade Bid Packages.]
- CB Commitments must be delivered at zero dollar cost to the SFPUC.
- The total commitment amount listed in the Community Benefits Commitments Table in the final Agreement is considered binding.
- Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Proposer's CB Commitments.
- Proposer commits to complying with SFPUC's reporting requirements.
- Proposer commits to the Terms and Conditions set forth in this section and in the Agreement.

Contractor shall provide all of the CB Commitments, consistent with all of the terms of Contractor's Community Benefits Proposal dated [date], which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Contractor's Community Benefits Proposal, the terms of the language of this section shall prevail as Contractor and SFPUC's final mutual understanding and agreement.

#### D. LANGUAGE UNDER "EVALUATION AND SELECTION CRITERIA" SECTION

#### **OVERALL EVALUATION PROCESS**

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

Written Proposal				
Technical Written Proposal	600			
Community Benefits Submittal	50			
Oral Interview	250			
Overhead and Profit Schedule	100			
TOTAL	1000			

The maximum total score for the evaluation process is one hundred (1000) points.

The Selection Panels, including the Technical Panel and the Community Benefits Panel, will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the SFPUC, other City agencies, and/or other utilities or organizations. SFPUC/City staff closely involved with the preparation of this RFP and the development of the scope of services will not be allowed to be part of the Selection Panel.

#### WRITTEN PROPOSAL EVALUATION

The Written Proposal Evaluation consists of separate evaluations of both the Technical Written Proposal and the Community Benefits Submittal. The scores for the Technical Written Proposal and the Community Benefits Submittal will be totaled.

#### **Community Benefits Submittal**

The CB Submittal is a stand-alone, voluntary proposal that is reviewed by a separate panel of community benefits specialists ("Community Benefits Panel"). The evaluation and scoring will be based on the following criteria:

EVALUATION CRITERIA	RFP SECTION	POINTS
Community Benefits Work Approach	5.2.11	17.5
Community Benefits Commitments (table)	5.2.11	25
Project Team/Organization	5.2.11	5
Accountability and Deliverables	5.2.11	2.5
	Total Points:	50

#### E. LISTED UNDER "LIST OF APPENDICES"

#### C. Community Benefits Supporting Documents

**Note:** Community Benefits Supporting Documents includes the following sections:

#### AGENCY POLICIES

- 1. SFPUC Community Benefits Policy
- 2. SFPUC Environmental Justice Policy

#### **EXAMPLES OF GEOGRAPHIC SCOPE, PARTICIPATING CONTRACTORS AND COMMITMENTS**

3. Geographic Scope of the SFPUC Service Territory

- 4. Sample List of Participating Contractors
- 5. Examples of Community Benefits Commitments

#### SCORING TOOL

6. Sample Community Benefits Submittal Scoring Tool

#### **REPORTING TEMPLATES**

- 7. Sample Community Benefits Reporting Tool
- 8. Sample Community Benefits Annual Newsletter

## 7. Sample Pre-Submittal Conference Agenda

## San Francisco Public Utilities Commission (SFPUC) Contract Administration Bureau PRE-SUBMITTAL CONFERENCE CONTRACT NUMBER: CONTRACT NAME DATE and TIME LOCATION ADDRESS CONFERENCE CALL INFORMATION

### AGENDA

1. Welcome and Introductions Contract Analyst
2. Project OverviewProject Manager
3. Scope of Services and QualificationsProject Manager
4. Overview of Submission Requirements and FormatContract Analyst
5. Community Benefits Commitments External Affairs Rep
6. Contract Monitoring Division Requirements CMD Officer
7. First Source HiringOEWD Officer
8. Questions & AnswersAll

## 8. Sample Selection Panel

#### Community Benefits SELECTION PANEL

for Contract Number (i.e. PUC.PRO.0012)

Name	Agency/Dept.	Area of Expertise	Position Title	Address	Phone	Email	Gender	Ethnicity

Approved by:

Contract Monitoring Division Compliance Officer

Date\_\_\_\_\_

Approved by: Contract Administration Bureau Manager

Date \_\_\_\_\_

## 9. Sample Panel Participant Acknowledgement Form

#### PANEL PARTICIPANT ACKNOWLEDGEMENT

Contract Number (i.e. PUC.PRO.0012): Contract Title (i.e. As-Needed Engineering Design Services)

I understand that I have been asked to participate in a vendor evaluation/selection process for a solicitation on behalf of the San Francisco Public Utilities Commission ("SFPUC").

I understand and acknowledge that, as applicable, my responsibility is to assist the SFPUC with identifying an entity in accordance with published requirements to potentially award a contract with public funds.

#### **CONFLICT OF INTEREST**

I hereby attest that to the best of my knowledge neither I, my employer, nor any member of my immediate family or household (including my spouse/domestic partner and dependent children):

- 1. Have received income, funding and/or gifts within the past or current year from any of the entities listed below;
- 2. Expect to receive income, funding and/or gifts in the next year from any of the entities listed below;
- 3. Have any ownership interest or other investments (except in mutual funds) in any of the entities listed below;
- 4. Expect or intend to seek employment or any other relationship, such as a contractual relationship, with any of the entities listed below;
- 5. Serve as a Board member or as any type of officer for any of the entities listed below; or
- 6. Have any other relationship of any kind with any of the entities listed below that would prevent me from exercising fair and impartial judgment when I participate in this solicitation/contracting process.

#### PANEL PARTICIPANT RESPONSIBILITIES

I understand and acknowledge that:

- 7. I will make my decisions in accordance with published requirements;
- 8. Although I may listen to the views of other participants, the decisions I make regarding each entity under consideration must reflect my own judgment; and
- 9. My decisions may be subject to public disclosure.

#### CONFIDENTIALITY

I understand and acknowledge that to preserve the integrity of the City's process:

10. All information concerning this solicitation process is considered confidential until the City has issued a Notice of Contract Award to the selected entity. I certify that I have not discussed and will not discuss any part of this solicitation process with the following: City staff other than the designated Contract Analyst within SFPUC's Contract Administration Bureau (identified below), except during specifically designated panel evaluation meetings; other members of the Selection Panel for this solicitation; vendors, including Respondents/Proposers, their proposed partners, affiliates, and subcontractors; and any other third parties.

- 11. All inquiries, questions or other communications regarding this process should be directed immediately to SFPUC's Contract Administration Bureau.
- 12. I must immediately disclose any potential or actual conflicts of interest, including if any answers in the Conflict of Interest section above change, to the SFPUC Contract Analyst, [insert Contract Analyst's name], throughout the duration of the solicitation.
- 13. Unauthorized communications or conduct, as outlined above, may be the basis for disqualification from the solicitation or resulting contract process and may result in rejection of all responses/proposals and re-initiation of the solicitation process.

#### **Respondents/Proposers:**

- Firm #1
- Firm #2
- Etc.

#### **Community Benefits Beneficiaries:**

- Beneficiary #1
- Beneficiary #2
- Etc.

Signature

Date

Print Name

Title, Department or Firm

## 10. Sample Confidentiality Form for Request-for-Proposals/Request-for-Offers Panel Reviewers

#### CONFIDENTIALITY AGREEMENT for

Contract Number (i.e. PUC.PRO.0012): Contract Title (i.e. As-Needed Engineering Design Services)

As a key individual involved in the development of the aforementioned Request for Proposals (RFP), I will have access to confidential information regarding the consultant selection process. I understand and acknowledge that to preserve the integrity of the City's process:

- Information concerning the scope of services, minimum qualifications, consultant selection, and/or any other non-public information, which could provide an unfair advantage to a prospective proposer, is considered confidential until the San Francisco Public Utilities Commission awards a contract to the selected Contractor(s) or the solicitation is canceled (Confidential Information). Confidential Information may not be shared with anyone except the individuals who have signed this Confidentiality Agreement (Authorized Individuals).
- 2. I will only discuss Confidential Information with Authorized Individuals assigned to work on this RFP.
- 3. It is my responsibility to keep secure solicitation-related documents such that they are only available to Authorized Individuals. For example, I will not include Confidential Information regarding the content of the RFP and/or the overall consultant selection process in email communications, which are sent to or cc: non-authorized recipients. In addition, if I save documents to a common drive, I will ensure they are password protected.
- 4. I will immediately direct all inquiries, questions, or other communications with internal or external persons regarding this solicitation or the solicitation process, other than with Authorized Individuals, to SFPUC's Contract Administration Bureau.
- 5. I agree to immediately disclose any potential or actual conflicts of interest related to this RFP throughout the duration of the solicitation to the SFPUC Contract Analyst.

Signature

Date

Print Name

Title, Department or Firm

### Authorized Individuals List for Solicitation:

Contract Number (i.e. PUC.PRO.0012): Contract Title (i.e. As-Needed Engineering Design Services)

Name Title		Organization	Date Signed

## 11. Sample Scoring Tool

	RAW SCORE					
<b>Excellent</b> 76-100 pts	• Clearly and succinctly addresses the evaluation criteria <b>effectively</b> and in a <b>compelling</b> manner, with <b>great understanding, detail, and relevant supporting information</b> .					
<b>Good</b> 51-75 pts	<ul> <li>Addresses the evaluation criteria sufficiently;</li> <li>Some minor supporting information or detail may be missing, unclear, or not succinctly provided.</li> </ul>					
Average 26-50 pts	<ul> <li>Addresses the evaluation criteria with a satisfactory general understanding;</li> <li>Significant information or detail may be missing, unclear, or not succinctly provided.</li> </ul>					
Poor 0-25 pts	<ul> <li>Does not address or show an understanding of the evaluation criteria, or vaguely addresses the evaluation criteria.</li> <li>Supporting information or detail is either unclear or completely lacking.</li> </ul>					

PROPOSING ORGANIZATION NAME:

EVALUATION CRITERIA	POINTS
ECTION AWORK APPROACH	1.75
Excellent proposals will provide Community Benefits Commitments consistent with one or more of the following outcomes set forth in the Request for Proposal: Education, Workforce Development, Economic Development, and Environmental Justice.	0.25
Excellent proposals will deliver measurable, quantifiable, positive outcomes to the community or communities impacted by the project to meet a demonstrated community need(s).	1
Excellent proposals provide a cohesive and integrated work plan that will deliver the intended outcomes described above.	0.25
Excellent proposals describe the nonprofit, educational or charitable organization(s) with whom the Proposer intends to partner, and their programs or strategies, which have demonstrated track records delivering the intended outcomes described above. Preference i given to organizations who have a demonstrated track record delivering these outcomes to he communities impacted by the project.	s <sub>0.25</sub>
ECTION BCOMMUNITY BENEFITS COMMITMENTS	2.5
Excellent proposals will summarize in the Community Benefits Summary Table the type of commitments (volunteer hours, direct financial contribution, or in-kind contribution) intended o deliver the outcomes described in Section A, as well as clearly describe the commitment amounts both annually and over the life of the contract. Excellent responses will provide sufficient resources to achieve the intended outcomes described in Section A.	2.5
ECTION CPROJECT TEAM/ORGANIZATION	0.5
Excellent proposals have a highly qualified community benefits team who will implement the community benefits plan and demonstrate a commitment to corporate social responsibility.	0.25
Excellent proposals detail the team's specific responsibilities, expectations, and decision- making authority.	0.25
ECTION DACCOUNTABILITY AND DELIVERABLES	0.25
Excellent responses will provide detailed descriptions of the Proposer's accountability measures. Excellent proposals will detail a clear internal plan for tracking, monitoring, and eporting on a regular basis to enable the SFPUC to easily verify that the Proposer's Community Benefits Commitments are delivered as intended throughout the life of the contract.	0.25
TOTAL POSSIBLE POINTS	5

TOTAL POINTS ACHIEVED
INDIVIDUAL PANEL RANKINGS OF PROPOSALS

Poor Average Good Excellent		
0-25 26-50 51-75 76-100	WEIGHTED	
INSERT RAW SCORE (0-100) IN YELLOW AREAS, BELOW	SCORE	NOTES
	1.75	
100.00	0.25	
100.00	1.00	
100.00	0.25	
100.00	0.25	
	2.50	
100.00	2.50	
	0.50	
100.00	0.25	
100.00	0.25	
	0.25	
100.00	0.25	



## 12. Template Language for Community Benefits Commitments in Final Agreement

#### CONTRACT # ENTERPRISE

#### SERVICES

#### Agreement between the City and County of San Francisco and

Consultant

#### **Terms and Conditions**

The Consultant shall provide the CB Commitments detailed in its CB Submittal during the term of the Agreement. The representations, warranties, and other terms contained in the Consultant's CB Submittal will be the basis for a Community Benefit Plan, but are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other persons or entities. [FOR ALTERNATIVE DELIVERY RFPs ONLY - CB Commitments shall not be passed down to Trade Subcontractors as a requirement through competitively bid Trade Bid Packages.]

Providing community benefits is a deliverable, zero-dollar task. No hours or dollars should be allocated or included in Consultant's costs for the services under this Agreement in order to perform or deliver the proposed CB Commitments. The Consultant shall fund the CB Commitments independently and such funding shall neither be tied to, nor dependent upon, SFPUC funds or sources of funding receivable from SFPUC, including retention associated with this Agreement. This requirement of independent funding includes direct financial contributions and any funding related to the performance or delivery of the CB Commitments. The provision of CB Commitments does not entitle Contractor to additional work beyond the services specified within the Agreement.

The Consultant shall commence performance of the CB Commitments promptly after issuance of the first Notice to Proceed (NTP) for this Agreement. CB Commitments performed as part of previous contracts or prior to Contractor being awarded the Agreement cannot count towards the Consultant's CB Commitments for this Agreement. If a Consultant has established programs or plans that are consistent with the Community Benefits areas described in this RFP, the Contractor may continue those programs as part of its CB Commitments and will be given credit for activities that are performed following the issuance of the first NTP by the SFPUC.

#### Project Team

[Name of Consultant, e.g., President's Name] shall serve as the Executive in Charge to manage the Consultant's CB Commitments and provide fiduciary oversight. The Executive in Charge shall ensure that the CB Commitments listed in the Community Benefits Commitments Table below are delivered to the communities that they are intended to benefit in a transparent and accountable manner. The Executive in Charge shall work with the Community Benefits Coordinator, [name of Community Benefits Coordinator], to organize, plan, track, measure, and report on Contractor's CB Commitments. The Executive in Charge is responsible for coordinating the senior management of Contractor's subconsultants to provide benefits to the community should such subconsultants choose to participate.

#### **Community Benefits Commitments**

Contractor shall provide **\$[value]** in direct financial contributions, **\$[value]** in volunteer hours, and **\$[value]** in in-kind contributions. Contractor commits to a minimum contribution of **\$[value]** over the term of this Agreement as stated in the Community Benefits Commitments Table below.

				(A)	(B)	(C)	(D)	(E)	(F)
Communit y Benefit Priority Area	Communit y Benefit Program Area or Partner	Expected Outcome S	Timetabl e & Duration	Direct Financial Contributio n	Voluntee r Hours	Volunteer Hourly Rate (rate is standardize d and cannot be changed)	Total Value of Voluntee r Hours (B x C)	In-Kind Contribution S	Total Contribution s (A + D + E)
1.				\$	Hrs	\$150/hr	\$	\$	\$
2.				\$	Hrs	\$150/hr	\$	\$	\$
TOTAL				\$	Hrs		\$	\$	\$

#### **Community Benefits Commitments Table**

#### **Accountability and Deliverables**

The Consultant shall provide a detailed description of the accountability methods to ensure that the proposed CB Commitments will be delivered in a transparent and accountable manner. The Consultant shall detail a clear internal plan for tracking, monitoring, and reporting on a regular basis to enable the SFPUC to easily verify that the Consultant's CB Commitments are delivered as intended throughout the life of the contract.

#### Consultant must provide the following deliverables during performance of the Agreement:

- 1. <u>Community Benefits Plan and Timeline</u>
- Consultant shall develop a Community Benefits Plan within three (3) months of issuance of the first NTP. The Community Benefits Plan will provide details regarding community partnerships, expenditures, a schedule, and timelines related to the CB Submittal.
- Consultant is invited to meet once a year thereafter or as needed with the SFPUC External Affairs' Social Impact Partnership Manager during the term of the Agreement to discuss the work plan, timelines, partners, strategic delivery, scale, and performance necessary to ensure the commitments maximize collective resources and positive impact.
- 2. <u>Community Benefits Commitments and Reporting</u>
- Consultant shall deliver the proposed CB Commitments specified in the CB Submittal and the Community Benefits Plan. Any proposed changes to the CB Commitments as set forth herein shall be submitted in writing for review by the SFPUC External Affairs' Social Impact Partnership Manager.
- Consultant shall submit biannual progress reports to the SFPUC External Affairs' Social Impact
  Partnership Manager, which detail the geographic scope of commitment, activities and
  outcomes, key metrics, and the total number of hours, dollars, etc. contributed to-date.
  Progress reports must be submitted on the last business day of the month following the close of
  2nd and 4th business quarters. As part of the progress reports, Consultant also must submit
  documents to substantiate that the CB Commitments and any funds associated therewith were
  delivered to the communities they were intended to benefit. These reporting requirements may
  be adjusted over the duration of the program due to system improvements.
- Consultant shall also submit an annual newsletter documenting the culmination of their CB Commitments, beneficiaries, and outcomes for the year.

#### **Statements of Understanding**

The Consultant understands the following statements:

- All instructions for the CB Submittal have been followed.
- Any of the CB Commitments that the Proposer commits to should directly benefit the communities, neighborhoods, and/or residents served by or impacted by the SFPUC.
- CB Commitments must support nonprofit, charitable, or related activities.
- CB Commitments shall not go to, nor benefit, any City department or employee.
- CB Commitments are separate from and in addition to any regulatory or legal requirements related to the Agreement.
- [FOR ALTERNATIVE DELIVERY RFPs ONLY Commitments shall not be passed down to Trade Subcontractors as a requirement in competitively bid Trade Bid Packages.]
- CB Commitments must be delivered at zero dollar cost to the SFPUC.
- The total commitment amount listed in the Community Benefits Commitments Table in the final Agreement is considered binding.
- Only activities commenced after the first NTP for this Agreement is issued will count towards the fulfillment of Proposer's CB Commitments.
- Proposer commits to complying with SFPUC's reporting requirements.

• Proposer commits to the Terms and Conditions set forth in this section and in the Agreement.

Consultant shall provide all of the CB Commitments, consistent with all of the terms of Consultant's Community Benefits Submittal dated [insert date], which is incorporated herein by this reference. Should there be any conflicts or discrepancies between the language in this section and the Consultant's Community Benefits Submittal, the terms of the language of this section shall prevail as Consultant and SFPUC's final mutual understanding and agreement.

## 13. Bi-Annual Reporting Form

### Link: https://www.tfaforms.com/4704114

ote: Red asterisk means fil	eld is requi	red.				
m Name *	Contract	Number *	Fiscal Y	'ear *		
			Format:	FY ##-## (i.e. FY 18-19)		
no activities were comple	ated this re	norting period n	مامعدم دمامر	t the checkbox below		
No Activities		porting period, p				
Q1/Q2 Actuals						
Non-Profit/School Benef	iciary *	Program Name *		Program Area *		
				Please select	۲	
Duration of Commitment	t *					
Was this commitment in	the origina	al proposal? If no	, explain w	hy. *		
Counties Served *		Cities Serve	ed *			
Please separate counties v	with a com	ma Please sepa	rate cities v	vith a comma		
Zip Codes Served *	1					
	with a con	nma				
Zip Codes Served * Please separate zip codes	with a con	nma				
			ery (\$) *			
Please separate zip codes			ery (\$) *			
Please separate zip codes	Delivered f	or Program Deliv				
Please separate zip codes	Delivered f	or Program Deliv				
Please separate zip codes	Delivered f	or Program Deliv				
Please separate zip codes	Delivered f	or Program Deliv	(\$) *	Volunteer Hours (#) Ca	mpleted *	
Please separate zip codes Financial Commitments	Delivered f	or Program Deliv	(\$) *	Volunteer Hours (#) Ca	mpleted *	
Please separate zip codes Financial Commitments I Financial Commitments I Financial Commitments I	Delivered f	or Program Deliv o End Recipients or Long-Term Be	(\$) *	Volunteer Hours (#) Ca	mpleted *	
Please separate zip codes Financial Commitments	Delivered f	or Program Deliv o End Recipients or Long-Term Be	(\$) *	Volunteer Hours (#) Co	mpleted *	
Please separate zip codes Financial Commitments I Financial Commitments I Financial Commitments I	Delivered f	or Program Deliv o End Recipients or Long-Term Be	(\$) *	Volunteer Hours (#) Co	mpleted *	
Please separate zip codes Financial Commitments I Financial Commitments I Financial Commitments I	Delivered f	or Program Deliv o End Recipients or Long-Term Be (\$) *	(\$) *	Volunteer Hours (#) Ca	mpleted *	
Please separate zip codes Financial Commitments I Financial Commitments I Financial Commitments I Value of Goods/Products	Delivered f	or Program Deliv o End Recipients or Long-Term Be (\$) *	(\$) *	Volunteer Hours (#) Ca	mpleted *	
Please separate zip codes Financial Commitments I Financial Commitments I Financial Commitments I Value of Goods/Products	Delivered f	or Program Deliv o End Recipients or Long-Term Be (\$) *	(\$) *	Volunteer Hours (#) Co	mpleted *	

	Name of Event(s) Supported *
# of Participants Served at	Event(s) *
– Create Your Own KPI –	
Insert Your Own Perforn	nance Metric Description of Specific Outcomes Achieved
# of	
	Add another respons
	Add Another
ovide Documentation *	
hoose File No file chosen	
r guidance on valid docume	Add more documenta
guidance on rand docume	indion, the net of

### 14. Template Annual Newsletter









### Mirmalek International 2016 Community Benefits Newsletter

Mirmalek's International (MI) is centered on a rock solid belief in social responsibility and the desire to make a positive impact on our associates, customers, and the world. We are privileged to have partnered with the SFPUC's Community Benefits Program over the years to leverage our capacity, resources and skillsets to be a good neighbor and environmental steward as we work with and in San Francisco's diverse communities. These

#### Education:

#### Igniting a Passion for STEM through SPARK

Through the SFPUC's Community Benefits Program, Mirmalek International, participated in the 2016 SPARK program, a mentorship opportunity that matches adult mentors with middle school students from the Hunters Point Bayview for 8weeks. Over the spring, these 12 talented middle-school students dove headfirst into learning about STEM subjects and worked with their Mirmalek International mentors to create a science project. The projects were diverse ranging from topics like how to make a battery using acid from a lemon to understanding how our water system works.

SPARK students and their Mirmalek International mentors presented their STEMrelated projects at Spark Discovery Day which brought together more than 650 students from Oakland, Redwood City and San Francisco, their families, mentors, companies, philanthropists, educators, city officials and district representatives.

"If I hadn't had mentors throughout the course of my career, I wouldn't be here today," said Taliah Mirmalek, Founder and CEO, Mirmalek International. "Participating in SPARK and mentoring a young woman interested in science makes everything come full circle for me. I'm so grateful for the opportunity to help continue to build a strong pipeline of women in STEM while making a difference in a young person's life."



#### Results:

#### By the Numbers

We have proudly participated in the SPARK Program since 2010. Over the years, our employees have worked side-by-side with students to mentor, encourage, provide support and teach them about potential careers in STEM.

We're proud of the impact we're making to increase interest in the STEM field. Here are some of our results for 2016 alone:

- More than 500 volunteer hours
- 12 SPARK students served
- About \$10k in-kind donations of STEM project supplies
- Recognition from the Mayor for our volunteer efforts

October, 2016