Gas & Electric Franchise Invitations to Bid

Questions & Responses

October 16, 2020

[City Responses in blue font]

The Invitations to Bid, including the exhibits (collectively referred to as ITB), contain the terms of the franchises that are the subject of this solicitation. If there is any perceived conflict between the ITB and these answers, the ITB shall control. In all instances, the City will comply with all applicable laws, including those of the City Charter, Public Utilities Code, and the California Public Utilities Commission (CPUC).

These questions received are in their original form and have not been edited for typos or grammatical errors.

Questions received which were not related to the provisions or terms of the Invitation to Bid received a variation of the following response: *"This question is not related to the terms or provisions of the Invitation to Bid"*.

1. With whom does the Grantee have to negotiate a cooperative agreement to acquire existing Facilities? Is SDG&E contemplated to be a party to the cooperative agreement? (ITB p. 4-5)

   Under ITB section (c)(2)(B), the responsible person within the meaning of the ITB must agree to negotiate in good faith a cooperative agreement with the City. The incumbent utility may also be a party to a cooperative agreement, if it agrees.

2. When does a Grantee attempting to acquire the Facilities have to "deposit with the City the acquisition costs estimated by the City Manager"? How will those be estimated? (ITB p. 5)

   The estimated acquisition costs must be deposited with the City as they are determined by the City Manager. Costs of acquiring the Facilities would be estimated by working cooperatively and in good faith with Grantee and the incumbent utility, and following the appropriate legal procedures, including California eminent domain law. The City will comply with applicable and regulations.

3. The Invitation to Bid requires that if the Grantee does not currently hold a Certificate of Public Convenience and Necessity (CPCN), it must negotiate an agreement to acquire, by condemnation or otherwise, all property, real and personal, necessary for transmission and distribution of electricity and gas "to all customers inside and outside the City." (ITB p. 4-5)

    a. How would it be determined which of the incumbent's facilities would be acquired? What role would the California Public Utilities Commission have in this determination?

    The incumbent Facilities to be acquired would be determined through consultation with appropriate parties, including the Grantee and incumbent utility, and compliance with applicable legal procedures, including California eminent domain law. The City will comply with any applicable rules and regulations.

    b. How would it be determined what new facilities would have to be built to physically segregate a City of San Diego only system from the system that currently serves a much larger area? What role would the California Public Utilities Commission have in this determination?

    Any necessary segregation of Facilities would be determined by the same means identified in the response to question 3(a) above. The City would comply with any applicable rules and regulations.

4. Does the City intend that provision (d) of the Invitation to Bid regarding employees of the incumbent electric and gas corporation apply to the incumbent franchisee? (ITB p. 5)

    Yes. ITB provision (d) states that it applies to "the person so bidding", which applies to all bidders.

5. Provision (d) of the Invitation to Bid requires the winning bidder retain and employ employees of the electric and gas corporation for two years following the date of the new franchise agreement. Does this provision intend to preclude the Grantee from terminating the employment of such employees for any reason whatsoever during this two-year period, including reasons unrelated to the granting of the franchise agreement (such as safety violations, violations of law or company policy, retirement, etc.), or does it contemplate that the current terms and conditions of employment continue to apply? (ITB p. 5)

ITB provision (d) states that it is "subject to applicable law and the terms of any collective bargaining agreement in force on the effective date of the franchise…"

6. The City demands broad access to Grantee's "Books and Records," and a right to trigger liquidated damages if Grantee fails to timely deliver requested information (including calling the performance bond). (Sections 1(e), 5, 6, 10(e), etc.)

    a. Does the City intend to request Grantee's Books and Records for any purpose, even when the information does not bear a reasonable relationship to the issue at hand?

    The City will comply with the terms of the ITB. The ITB addresses the City's access to information from the Grantee, including Books and Records, in numerous places. For example, the City may obtain information "germane to verifying Grantee's compliance with the franchise conditions." See, e.g., electric Franchise ITB Exhibit A, Section 6(c); gas Franchise ITB Exhibit A, Section 6(c). The City may also seek information "related to work on the Municipal Undergrounding Program." See, e.g., electric Franchise ITB Exhibit A, Section 10(e, j, and k).

    b. Any Grantee will likely possess confidential information, including, without limitation, market-sensitive information, that may not be disclosed to other parties under law, as well as contracts and non-disclosure agreements with third parties prohibiting the disclosure of Grantee's and other third-party confidential information. Does the City expect the Grantee to disclose all such information to City upon request?

    The City expects the Grantee to comply with the terms of the ITB. The ITB addresses in numerous places any allegations of confidentiality of Grantee's Books and Records. See, e.g., electric Franchise ITB Exhibit A, Sections 9(b)(1) and 10(j, k); gas Franchise ITB Exhibit A, Section 9(b)(1).

7. The definition of "Gross Receipts" in both franchise agreements includes "all revenues collected from CPUC-authorized surcharges rendered solely upon the ratepayers within the City" but "less any portion of such surcharge which may be approved by the CPUC to

capture the franchise fee on those revenues." However, Section 4 of the electric franchise agreement contemplates only the 1.9% and the 3.53% surcharges and prohibits Grantee from requesting additional surcharges. What portion of the surcharges could then be approved by the CPUC to capture the franchise fee on revenues collected from CPUC-authorized surcharges? Is such amount at the discretion of Grantee and the CPUC? (Sections 1(o), 4)

Section 4 of the electric Franchise allows Grantee to maintain CPUC-approved municipal surcharges consisting of 3.53% undergrounding surcharge and 1.9% as a maximum "differential" surcharge. If applicable, it requires a request to the CPUC to reduce the current 5.78% municipal surcharges authorized by CPUC Resolution E-3788 by 0.35% as a form of ratepayer relief. The Franchise limits electric municipal surcharges to no more than 5.43% of gross receipts.

8. Subsection 5(i) of the franchise agreements imposes interest of 1% per month (12% per year) on franchise fee underpayments. 12% annual interest is the maximum limit for interest on sales contracts in California and outside of market rates. How did the City determine this amount? How is the interest provision is applied when considering that quarterly payments are estimates based on prior year amounts?

   This amount was provided in the 1970 franchise agreements and is compliant with California law. How the interest provision will apply is set forth in Section 5 of the Franchises.

9. The franchise agreements provide that Grantee will be responsible for all utility removal and relocation costs whatsoever, even when Facilities are not in direct conflict. What utility removals and relocations does the City anticipate in the near future and over the next 20 years? What costs can the City identify now, as such relocations will increase the total cost of the agreement to the Grantee and, by extension, its customers? Will the City provide all plans, analyses, cost and financial estimates and budgets in this respect? (Section 8)

   These questions are to be addressed between City and Grantee as part of the Utilities Coordinating Committee required by Section 9 of the Franchises. Moreover, these questions cannot be addressed or responded to without knowing the locations of Grantee's facilities. The City is unable to identify specifically required relocation work until conflicts are discovered in planning, design, or during construction.

10. Is it reasonable to estimate that the cost of relocations for Phase 1 of the City's Pure Water Project may reach $100 million, and that Phases 2 and 3 may cost an additional $70 to $200 million in utility relocations? Does the City expect that all of these costs will be borne by Grantee, and therefore, at the cost of all of Grantee's customers, assuming such phases move forward? If Grantee has customers outside of San Diego, why should those customers pay for these relocations? (Section 8)

    These questions involve issues related to pending litigation in *City of San Diego v. San Diego Gas Electric Co.*, San Diego Superior Court No. 37-2020-00002219-CU-BC-CTL, and the City defers any reply to that process.

11. The City currently receives about $19 million annually in Rule 20A funds. Please confirm that the City intends that Grantee pay the City such amounts, regardless of whether such costs are recoverable in rates (approximately $400 million over 20 years). (Section 10(c)) Rule 20 has been in place for many decades. It is possible that the CPUC could change the structure of Rule 20.

    If the rate-based undergrounding revenue falls below the current level, the Franchise allows Grantee to apply to the CPUC for additional surcharges to cover the shortfall. City would not oppose such balancing surcharges, however, if the CPUC does not grant the balancing surcharge request the Grantee must still pay the City 4.5% of its annual gross receipts for undergrounding.

12. Does the City believe it has the authority to construct, underground and install Facilities owned by the Grantee at its discretion, or to control the means and methods by which such work occurs, given that such Facilities are regulated by the California Public Utilities Commission? (Section 10(f),(g),(h))

    The Franchise provides for Grantee's consent to and cooperation in this arrangement and provides that contractors must meet Grantee's qualifications criteria and construction standards, which would include standards contained in General Orders of the CPUC. The Franchise gives Grantee opportunity to perform or manage this work provided Grantee is transparent and compliant with the terms of the Franchise in its procurement of contractors and bids and presents an acceptable cost proposal to City for the expenditure of Municipal Undergrounding Surcharge funds.

The City expects the successful Grantee to cooperate with the City for the municipal undergrounding program, including adherence to City Standard Design Drawings which are not in conflict with CPUC regulations. The City has no intent to circumvent any CPUC requirement. The City believes it has the authority to regulate and control the use of monies gathered via the municipal surcharge for undergrounding. Any process to underground such facilities that is financed by the municipal surcharge must meet City requirements in order to receive such funds.

13. If the Grantee and the City are unable to agree on the terms of the MAP, does the City intend to limit Grantee's access to its Facilities in the Streets? Would Grantee be able to separately apply for and obtain Right-of-Way Permits to access and conduct work on existing Facilities in the Streets? (Section 9)

    The terms of the Master Administrative Permit (MAP) will be determined by the City with input from the Grantee, as set forth in the ITB. The City will comply with all laws including any rules or orders of the CPUC and FERC where preemptive authority exists, however the City also expects the Grantee's cooperation in meeting reasonable operating conditions established in the MAP for Grantee activity on City streets. However, the use of the word "access" in this question is vague and could mean any number or types of Grantee activities. These questions are ambiguous and require postulation of hypothetical scenarios, and thus lack sufficient facts to allow evaluation at this time.

14. If the City limits Grantee's access to its Facilities in the Streets, considering the preemptive effect of CPUC and/or FERC rules and regulations, upon what basis would the City limit or restrict Grantee's access? (Section 9)

    See response to Question 13. The Grantee must recognize that there are other lawful users of the streets, such as the public, telecommunications companies, City municipal utilities, and adjoining businesses and property owners.

15. If the City limits Grantee's access to its Facilities, what steps will the City take to ensure such Facilities are safe and reliable? Will the City assume any liability that arises from impacts caused by the City's denial of such access, including harm to persons and property? (Section 9)

    See response to questions 13 and 14.

16. Has the City considered whether a Grantee may be precluded by law from agreeing to the language in Sections 11 and 13 of the gas and electric franchise agreements regarding the use of utility property?

Yes, this was considered, and the provisions were determined to conform with applicable law. Section 11 states, in part, "Subject to Applicable Laws" the Grantee shall cooperate with the City with regard to community choice aggregation and shall "abide by the Community Choice Aggregation Code of Conduct established by Decision D.12-12-036 of the CPUC, as…may be amended by the California Legislature and CPUC from time to time." Section 13(a) states: "Subject to Applicable Law, including California Public Utilities Code section 851 and regulations or orders of the CPUC, Federal Energy Regulatory Commission, and Grantee's own safety and security regulations…". That language is repeated in Section 13(b).

a. With respect to Sections 11 and 13 of the gas and electric franchise agreements, what property of Grantee qualifies as "unused or excess Grantee real property"? Which party determines whether Grantee's property is unused or excess? Does unused or excess property include property not held in fee? If so, under what right would the City use property not held in fee by Grantee?

   Section 11 does not use that language. The language in Section 13 is clear and the determination will be based on the facts, not the position of the parties. In the event of a disagreement, the dispute resolution procedures in the Franchises would apply.

b. How is City's proposed use of Grantee's real property related to Grantee's use of the Streets under the franchises?

   We assume that this refers to Section 13, not Section 11. However, even so, the question is not clear. As best that we can understand the question, it is addressed by the last sentences of both Section 13(a) and 13(b).

c. Under this provision, could the City rent Grantee's unused or excess real property outside of the boundaries of the City? If so, how would such use be within the City's jurisdiction or reasonably related to Grantee's use of City Streets?

   We assume that this refers to section 13(a). The City does not intend to utilize section 13(a) outside the boundaries of the City.

17. Pursuant to the ITB (p.3-4) and Sections 20 and 22 of the gas and electric franchise agreements, the City appears to have few constraints in the use of the $30 million performance (surety) bond required for each agreement. Will the City be permitted to collect against the performance bond for any breach, even breaches under dispute? Does the City intend for the bond to be called for any breach of the agreement, regardless of whether the breach results in damage to the City? A surety bond was required in the existing franchises.

    The question misstates the Franchise provisions. Section 22 of the electric Franchise states that the performance bond is to "guarantee that Grantee shall well and truly observe, fulfill, and perform each and every condition of the Franchise." The intent of the performance bond is to protect the City in the event the Grantee does not comply with the term of the ITB.

18. Under California case law, liquidated damages must be a reasonable estimate of losses that may be suffered if a party fails to perform; otherwise, such damages are considered a penalty and unenforceable.

    a. On what basis ere the liquidated damages for breach of specified conditions determined in the proposed franchises? What analysis was done in this respect? Liquidated damage provisions are presumed to be valid by California law. California Civil Code section 1671.

       Section 16(d) of the electric Franchise (Section 14(d) in gas Franchise) addresses these questions. By entering the Franchise, Grantee and the City agree that the specified Franchise conditions and liquidated damage amounts represent a reasonable endeavor by the parties to estimate a fair compensation for the loss that may be sustained by the City as a result of that breach of the specified condition for the period. Some types of foreseeable City losses are stated in Section 16(d).

       Is there any overall dollar or time cap on these damages?

       Yes, see Section 16(c) in electric Franchise (Section 14 (c) in gas Franchise).

19. Sections 21 and 23 of the proposed gas and electric franchise agreements provide, respectively, that if Grantee "files any voluntary or involuntary petition for bankruptcy under the laws of the United States, the franchises may at the City's sole discretion be immediately

terminated and forfeited." Why is such a provision not void under Title 11 of the U.S. Code (Bankruptcy Code) section 365, and if it is void why is this provision included in the agreements? Does the City acknowledge that any exercise of the alleged right to terminate would be stayed by the filing of any petition for relief under the Bankruptcy Code by or against the Grantee? Bankruptcy provisions are not uncommon in contracts.

The City will comply with all applicable laws. If a party files for bankruptcy, the bankruptcy court or other court with competent jurisdiction would determine the rights and responsibilities of parties.

20. The franchise agreements are also "personal between the City and Grantee and shall not be assignable or salable in bankruptcy without the City's express written consent." Why is this restriction on transfers of the franchise not also void under Bankruptcy Code section 365(f)?

    See response to question 19.

21. The proposed language in both agreements seeks to address the rights of the City if the Grantee files bankruptcy. However, the ordinances do not address the rights of Grantee if the City files a petition for relief under chapter 9 of the Bankruptcy Code ("Chapter 9"). If the City were to file a Chapter 9 bankruptcy, what portion of the bid amount paid for the franchise agreements would be refunded to the Grantee?

    See response to question 19.

22. How would Grantee's right to recover any advance payment or any damages under the franchise agreements be secured if the City were to violate the agreement or file a Chapter 9 bankruptcy?

    The Grantee should consult its own counsel as to the recovery of any claimed damages. If the City were to file a Chapter 9 bankruptcy, the bankruptcy court or other court with competent jurisdiction would determine the rights and responsibilities of parties.

23. Is it possible for an independent public power corporation or cooperative to submit bids for gas and electric services pursuant to the terms of this ITB?

    The San Diego Charter Section 103 requires free and open competition and states "the Council shall have power, subject to and in accordance

with the provisions of the general laws of the State of California, in effect at that time, to grant to any *person, firm or corporation*, franchises…". The Invitation to Bid details the criteria necessary for a party to be considered a "responsible person" within the meaning of the notice.

24. Are Partnerships or Limited Partnerships comprising any combination of public, non-profit, for-profit corporations, and/or energy cooperatives eligible to submit bids?

    See response to question 23

25. Will the City publish to the public record and for bidders and the public the process for review of bids submitted including the following:

    a. within how many days will bids be opened and by whom to determine if they are submitted by responsible and responsive bidders capable of performing the requirements of the ITB specification.

       After the Closing Date, the bids shall remain sealed in the Office of the City Clerk until they are presented to the City Council at a publicly noticed open session meeting on a date and time to be determined by the City. On the designated date and time, the City Council or its designee will, in open session, open and publicly announce the bidding party and amount of all bids. Any bid containing exceptions shall be considered nonresponsive.

    b. when will the list of responding entities be provided to the public and all bidders?

       See response to question 25(a).

    c. when will the list of responsive and accepted bids be provided to the public and to all bidders?

       See response to question 25(a).

    d. when will provisions be set forth for protests from responding bidders who are not deemed responsive or responsible bidders?

It is unclear what type of protest is being referenced. Depending on the nature of the protest, various provisions of law could apply.

e. under what procedures will bidders be afforded the opportunity to submit protests for determinations of eligibility or responsiveness to bid requirements?

See response to question 25(d).

f. when will the recommendations to the City Council for acceptance of bids be provided to the public?

It is anticipated that recommendations will be made at or soon after the Council hearing when bids are opened.

g. Are City Council members required to disclose potential conflicts of interest due to investments in any company that submits a bid that they will be voting upon pursuant to this ITB and must those Councilmembers recuse themselves from the public hearing and voting upon acceptance of a bid submitted by any company in which they have investments?

Councilmembers are subject to applicable State and City ethics rules and laws, including Government Code Section 1090 found here: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=1090., and Article 7, Division 35 of the San Diego Municipal Code found here: https://docs.sandiego.gov/municode/MuniCodeChapter02/Ch02Art07Division35.pdf

h. Are prospective bidders and responding bidders to the ITB restricted from lobbying City Council members or their staffs regarding the acceptance or non-acceptance of a bid for a gas or electric franchise?

Yes. Page 6 of the Invitations to Bid states that bidders who are considering submitting a bid in response to the ITB, or who submit a bid in response to the ITB, are prohibited from communicating with City staff, which includes City officials,

directly, indirectly, or through an intermediary, about this ITB from the date this ITB is issued until a franchise is awarded.

i. Will City Councilmembers be required to disclose any lobbying on behalf of a any bidder by any entities or persons?

See response to question 25(h). Any such disclosures would be applicable if required by law.

26. Please describe the responsibilities of the responsibilities of the franchisee for electric power service relative to the San Diego Community Power district serving the City of San Diego and other cities in the region.

The responsibilities of the franchisee with respect to community choice aggregation are contained in the California Public Utilities Code and orders and decisions of the California Public Utilities Commission, as well as in Section 11 of the electric Franchise.

27. Will franchisee be required to acquire electric power to serve customers that opt out of the SDCP?

Yes.

28. If the City of San Diego decides to generate electric power and/or create storage facilities for the disposition of stored energy from municipal facilities or in cooperation or by agreement with other entities will the franchisee be required to distribute that energy to other City facilities or such facilities that the City determines to be in the public interest? If so, please provide the direction in the Franchise ordinance.

This is a very broad question which could involve numerous issues, including distributed energy resources, environmental impacts, and "wheeling", which could not be answered without specific facts. These issues are generally governed by the Public Utilities Code, the California Public Utilities Commission, and/or federal law. Section 12 of the electric Franchise requires the franchisee to work with the City and make good faith efforts to achieve Climate Action Goals, which could include the generation or storage of power.

29. Will the electric power franchisee be required to provide preliminary review by and the agreement of the City for proposals and expenditures

for improvements and modifications to the local electric power grid operated on City-owned property or affecting the cost of power to City constituents?

The Franchises apply solely to City "Streets" as defined in the Franchises, not to "City-owned property". However, there are several provisions within the Franchises that require review by the City, including sections related to the Master Administrative Permit and Undergrounding.

30. Will the electric power franchisee be required to cooperate with the City in the programs undertaken by the City to administer and implement the undergrounding of electric distribution or transmission equipment located with City limits or lands controlled by the City?

Yes. See the undergrounding requirements in the electric Franchise (Section 10).

31. If the City chooses to modify or acquire certain electrical distribution facilities in certain areas of the City as part of a Municipal Energy Strategy implementation program or other programs operated in partnership with the San Diego Community Power district requiring such modifications, will the franchisee be required to cooperate in the modification or transition of those assets?

It is unclear what is meant by "modify". As we understand this question, the City cannot, under the circumstances posed in the question, unilaterally "choose to modify" the franchisee's facilities, which are subject to jurisdiction of the California Public Utilities Commission. If the City acquires all or part of the distribution system, then the franchisee will be required to cooperate with the City to the extent required by law, including potential supervision by the California Public Utilities Commission.

32. If the City determines that performance of the franchise is not acceptable or in accord with the terms of the agreement or needs of the City and determines to terminate the agreement for any reason including violation of terms of the agreements, will the franchisee be required to continue operations and provide all fees authorized by the CPUC to the City until such time as an alternative operator of the facilities is identified and installed?

The franchisee has an obligation under state law to serve the public until authorized by the California Public Utilities Commission to discontinue service. If the franchisee fails to make payments during a period when the franchisee is still conducting service within the City of San Diego, the City would pursue all lawful remedies available to it, including petitioning the California Public Utilities Commission.

33. Will the franchisee for electric and gas services in City of San Diego be required to submit annual or other regular reports on revenues used for calculation of franchise fees? Do those reports include the amount of electricity (Mwhs) or gas (Therms) upon which those revenues are based?

    Regular reports on revenues are required as stated in Section 5 in the Franchises. The City could require such usage information pursuant to Section 5 of the Franchises.

34. Are the Mayor or City Council or City Departments currently considering any changes to policies, municipal codes, the City Charter or other documents related to franchise agreements for electric or gas franchises?

    This question is very broad. However, for example, during the August 6th City Council hearing on the terms and provisions recommended for the Franchises, City Councilmembers discussed the possibility of creating a "Climate Equity Fund" to be at least partially funded by proceeds and/or other revenue related to the granting of the electric and gas Franchises.

35. Please provide copies of or links to pertinent City policies, guidelines and/or ordinances regarding disclosure of conflict of interest or potential conflict of interest by bidders for city contracts and requests for proposals, information or statements of qualifications.

    Please see the following link to the general contract terms and provisions for City contracts: https://www.sandiego.gov/sites/default/files/general-contract-terms-and-provisions.pdf

36. Are there commissions or boards advising the City Council and Mayor on policies or programs related to electric or gas energy? Please provide links to websites or information on City advisory commissions or

boards dealing with electrical or gas energy policies or rate structuring. Will these boards or commissions be engaged in the review and recommendations for the Joint Policy document that franchisee is required to cooperate with the City in providing?

The City Council and Mayor may be advised by various boards, commissions, individuals, and other stakeholders. The Joint Policies Guide is addressed in Section 12 of the electric Franchise and Section 10 of the gas Franchise. The Joint Policies Guide shall be signed by Grantee's responsible officer and presented to the City Council for adoption at a publicly noticed open session meeting.

37. Has the current franchisee for electric and gas services or conduct of the undergrounding utilities program within City of San Diego submitted any correspondence or communications to the City regarding renewal of those franchise agreements or surcharge-funded programs? Please provide copies of those communications.

This question has been referred to the City's public records office.

38. Are there any mandates or incentives in the agreements for the company to invest in green technology?

Section 12 of the electric Franchise and Section 10 of the gas Franchise both discuss the requirement for the franchisee to make good faith efforts to help the City achieve its Climate Action Plan goals, which could include investments in green technology.

39. Are there any circumstances for discounted rates for the City?

Rates and rate-setting, including the potential for discounted rates, are under the discretion of the California Public Utilities Commission. However, the electric Franchise requires the franchisee, if applicable, to apply to the California Public Utilities Commission, to eliminate a .35% electric surcharge, which has been estimated to save ratepayers approximately $110 million dollars over the 20-year term.

40. Is there a provision for judgement and/or reimbursement for legal fees concerning the City related to the Franchise?

Both Franchises have provisions that allow for the imposition of liquidated damages, forfeiture of the Franchise, and broad discretion

for all other remedies allowed under California state law. Additionally, both Franchises require the franchisee to acquire performance bonds of $30 million dollars. In case of any breach of any condition of the Franchise, up to the whole amount of the sum named in the bond may be taken.

41. Has the lawsuit against SDGE been resolved? If not, under what section of the City Charter can a franchisee that the City claims to be in flagrant violation of the existing franchise agreement be considered by the City to be qualified to bid on the new franchise agreement?

    See response to question 10.

42. Under what section of the City Charter can a franchisee that the City implies/states is fraudulently invoicing the City be considered by the City to be qualified to bid on the new franchise agreement?

    Franchises are granted under sections 103, 103.1, 104, and 105 of the City Charter.

43. What date and time is the bid opening?

    See response to question 25(a).

44. Is a company (SDG&E) that is in the midst of two separate disputes with the City over compliance with a current franchise agreement, eligible to bid on a new franchise agreement?

    See response to question 42 and the definition of "responsible person" in the Invitations to Bid.

45. What are the scoring details for this bidding process?

    The Invitations to Bid state the Franchises may be awarded to the responsible person, firm, or corporation who shall make the highest bid for the Franchise in an amount equal to or more than the minimum bid amount.

46. If this is an open and competitive process, is it the policy for any contending bidder to lobby the City for the terms of the bid?

    Please see response to question 25(h).