

Addendum No. 2
Request for Proposals
Agreement No. PUC.PRO.0327
HHWP NERC Compliance and Audit Support
July 14, 2025

Modifications to the Request for Proposals:

1. The Request for Proposals (RFP) is replaced in its entirety with a revised RFP, attached to this addendum. The following section(s) of the RFP have been modified:

CHANGE NO.	SECTION NO.	SECTION TITLE
1	1.2	Tentative RFP Schedule

Attachments:

PUC.PRO.0327 RFP Rev. 2

END OF ADDENDUM NO. 2

Request for Proposals:

HHWP NERC Compliance and Audit Support

Agreement No. PUC.PRO.0327

Rev. 2

RFP Advertisement Date:

5/27/2025



San Francisco
Water Power Sewer

Services of the San Francisco Public Utilities Commission

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1 RFP Summary

1.1 Introduction

The San Francisco Public Utilities Commission (SFPUC), a department of the City and County of San Francisco (“City”), seeks to retain the services of a qualified Proposer¹ to assist with Hetch Hetchy Water and Power’s (HHWP) North American Electric Reliability Corporation (NERC), Western Electricity Coordinating Council (WECC), California Independent System Operator (CAISO), and California Public Utilities Commission (CPUC) regulatory compliance programs. HHWP, a division of the SFPUC, is an owner, operator, and user of the Bulk Electric System and as such is subject to compliance with the NERC Reliability Standards. HHWP is registered with NERC for the following reliability functions:

- Generator Owner (GO)
- Generator Operator (GOP)
- Transmission Owner (TO)
- Transmission Operator (TOP)
- Transmission Planner (TP)

The SFPUC seeks to select a Contractor with proven expertise and extensive experience in both Operations and Planning and Critical Infrastructure Protection Standards. Areas of support for HHWP will include: (1) staffing and maintaining HHWP’s NERC/WECC Compliance Program; (2) readiness assessment; (3) Subject Matter Expert (SME) training; (4) on-site audit/spot check support; (5) compliance process review, documentation and controls; (6) risk management consultancy; (7) cyber vulnerability assessments (CVAs); (8) functional registration review; and (9) services for regulatory issues, up to five (5) years.-

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

Number of Agreements to be Awarded: 1

Agreement Amount: \$11,600,000.00

Agreement Duration: 5 Years

The Agreement amount includes all reimbursable costs and all optional tasks. The SFPUC reserves the right to commence, close, reduce, or extend Proposer services at any time in

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

response to changing needs. The SFPUC shall have the sole discretion to extend the Agreement term for up to a total of 9 years (or 108 months) and may increase the Agreement amount consistent with City requirements.

The SFPUC may incorporate the Task Descriptions set forth herein into the Agreement as the applicable scope of services. The SFPUC will incorporate the Overhead and Profit Schedule’s (OPS) billing rates agreed to by the SFPUC and the selected Proposer (“Contractor”) into the Agreement. The standard terms of the Agreement will be non-negotiable. **The SFPUC does not guarantee that Contractor will receive any minimum amount of work or compensation.**

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

1.2 Tentative RFP Schedule

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

Advertisement of RFP	5/27/2025
Pre-Submittal Conference.....	6/12/2025
Deadline for Proposers to Submit Questions	6/19/2025
Deadline for Proposers to Submit Proposals	7/15/2025 at 2:00 PM PST
Posting of Proposer Ranking.....	8/21/2025
Public Utilities Commission Authorization to Execute Agreement	9/23/2025
Board of Supervisor's Approval	11/18/2025
Deadline for Proposer to Achieve Vendor Compliance and Execute Agreement ...	11/28/2025
Notice of Award of Agreement.....	12/18/2025

In the event there is a conflict between SFBid and the RFP, the RFP supersedes.

1.3 Pre-Submittal Conference and Site Visit

Pre-submittal conference information:

Location:

<https://sfwater.zoom.us/j/85662050594?pwd=jnz2bztGjbMjMQNB6od0f9XkvHrn2O.1> – Zoom (see SFBid for details)

The SFPUC encourages attendance at the pre-submittal conference. The SFPUC will address

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

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

1.4 Requests for Information and Addenda/Change Notices

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

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

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

1.5 Diversity, Equity, and Inclusion in Contracting

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

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

The SFPUC encourages Proposers to demonstrate in their proposals actionable commitment to racial justice.

The SFPUC's encouragement to submit an optional Diversity, Equity, and Inclusion (DEI) or Racial Equity plan will not affect the qualitative evaluation of proposals for this RFP. Criteria for evaluation is limited to the factors described in Section 6, Evaluation and Selection Criteria.

1.6 Limitations on Communications

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

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

1.7 Social Impact Partnership (SIP) Program

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

In December 2022, by Ordinance No. 261-22, the BOS unanimously adopted San Francisco Administrative Code Chapter 21F authorizing the SFPUC to implement a Social Impact Partnership Program (SIP). Participation in the SIP Program by submission of a SIP Proposal and incorporation of Social Impact Commitments in a Covered Contract constitutes a contractor's acknowledgment and agreement that it shall comply with the [SIP Rules and Regulations](#) as may be amended during the term of a Covered Contract.

A Proposer may voluntarily propose Social Impact Commitments as a part of its written proposal. The Proposer's Social Impact Commitments must directly benefit the communities, neighborhoods, and/or residents served by the SFPUC and/or impacted by its operations. Social Impact Commitments are in the form of financial contributions and/or volunteer hours to or through a Beneficiary located in the geographic area specified in this RFP. A Beneficiary may be: (1) a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code Section 501(c)(3), as amended, and all rules and regulations promulgated under that section; (2) an organization that has a fiscal agent that is a nonprofit corporation that has established and maintains valid nonprofit status under Internal Revenue Code section 501(c)(3), as amended, and all rules and regulations promulgated under said section and which provides that organization with fiduciary oversight, financial management, and administrative services related to its operation; or (3) a public school, which may include a public school district,

County Office of Education, and/or a public college or university. The following are not eligible Beneficiaries: any (1) City department, office, board, commission, or other entity or (2) City official or employee or Relative of a City official or employee, unless the resulting benefit is incidental to and not unique to the City official or employee or Relative, but rather benefits the general public or a particular community that is the focus or target of the Social Impact Commitment.

The SFPUC invites Proposers to include a SIP Proposal detailing proposed Social Impact Commitments in accordance with RFP Sections 5.2.1 and 5.2.11. The proposed Social Impact Commitments will become contractual obligations upon contract award. Proposers may be eligible to receive a Bonus for a SIP Proposal as set forth in this RFP and consistent with the SIP Rules and Regulations.

1.8 Conflicts of Interest

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

2 Background

2.1 San Francisco Public Utilities Commission

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

The mission of the SFPUC is to:

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

The SFPUC is comprised of three separate enterprises:

1. The Water Enterprise is responsible for managing the transmission, treatment, storage, and distribution of potable water to San Francisco’s wholesale and retail customers.
2. The Wastewater Enterprise is responsible for managing the collection, treatment, and reuse or disposal of San Francisco’s wastewater.
3. The Power Enterprise is responsible for managing retail power sales, wholesale electricity supply, power scheduling, transmission and distribution, energy efficiency programs, street lighting services, utilities planning for redevelopment projects, and various other energy services.

The SFPUC also has three administrative divisions:

1. The External Affairs Division provides legislative affairs, internal policy, communications and outreach services.
2. The Business Services Division oversees all financial and accounting matters for the entire SFPUC.
3. The Infrastructure Division delivers capital improvement programs and utility construction projects.

2.2 SFPUC Policies

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

A. Environmental Justice Policy

On October 13, 2009, by Resolution No. 09-0170, the SFPUC adopted a comprehensive set of environmental justice guidelines for use in connection with its operations and projects within the City, as required by San Francisco Charter Section 8B. Refer to: https://www.sfpuc.gov/sites/default/files/about-us/policies-reports/Environmental-Justice-Policy_OCT2009.pdf.

B. Community Benefits Policy

On January 11, 2011, by Resolution No. 11-0008, the SFPUC adopted a Community Benefits Policy that seeks to achieve positive community outcomes including: workforce and economic development (such as contracting with local companies and hiring local workers); innovative environmental programs (i.e., those that minimize adverse impacts); stakeholder and community involvement; arts and cultural programming; educational programs; responsible land use; sustainability; improvements in community health; diversity; and inclusionary initiatives that reflect the SFPUC's values, volunteerism, and monetary or in-kind contributions to the community. The SIP Program is one aspect of the SFPUC's implementation of the Community Benefits Policy. Refer to: https://www.sfpuc.gov/sites/default/files/about-us/policies-reports/CommunityBenefits%20Policy_JAN2011.pdf.

C. Technology Policy

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

D. Racial Justice Policy

On July 14, 2020, by Resolution No. 20-0149, the SFPUC committed to racial justice by

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

2.3 Hetch Hetchy Water and Power (HHWP)

HHWP is responsible for managing the transmission, treatment, storage and distribution of potable water to San Francisco’s wholesale and retail customers plus the operation and maintenance of the storage of non-potable reservoirs, hydroelectric and power facilities (generators, switchyards, transmission lines and distribution lines) and the roads and bridges within the HHWP area of responsibility.

2.4 NERC Regulatory Compliance

HHWP, a division of the SFPUC, is an owner, operator, and user of the Bulk Electric System and as such is subject to compliance with the NERC Reliability Standards. The HHWP Division is registered with NERC for the following reliability functions:

- Generator Owner (GO)
- Generator Operator (GOP)
- Transmission Owner (TO)
- Transmission Operator (TOP)
- Transmission Planner (TP)

HHWP has responsibilities under the NERC Operations and Planning (O&P) Standards and the Critical Infrastructure Protection (CIP) Standards. HHWP has been responsible for operating their NERC Compliance Program for over 16 years. This NERC Compliance Program is managed by the SFPUC NERC Compliance Officer and the Division Manager of HHWP. HHWP’s Division Manager has also been designated the SFPUC’s CIP Senior Manager.

3 Scope of Services

3.1 Description of Services

The SFPUC is issuing this RFP for the purpose of selecting and entering into an agreement with a qualified professional services Contractor to assist with HHWP’s NERC, WECC, CAISO, and CPUC regulatory compliance programs. The HHWP, a division of the SFPUC, is an owner, operator, and user of the Bulk Electric System and as such is subject to compliance with the NERC Reliability Standards. The HHWP is registered with NERC for the following reliability functions:

- Generator Owner (GO)
- Generator Operator (GOP)
- Transmission Owner (TO)
- Transmission Operator (TOP)
- Transmission Planner (TP)

The primary role of the Contractor will be to perform the following tasks, including but not limited to support of the HHWP’s NERC/WECC and other regulatory tasks to support our operations.

1. Staff Augmentation
2. Readiness Assessment
3. Subject Matter Expert (SME) Training
4. On-site Audit/Spot Check Support
5. Compliance Process Review, Documentation and Controls
6. Risk Management Consultancy
7. Cyber Vulnerability Assessments (CVA)
8. Functional Registration Review
9. Services for Regulatory Issues

The Contractor will work under the direction of the HHWP NERC Compliance Manager.

3.2 Agreement Term and Schedule

The Agreement will have a duration of 5 Years.

Support services required under this contract are ongoing. The SFPUC reserves the right to commence, close, reduce or extend the Contractor’s services at any time in response to changing needs. In addition, the SFPUC shall have the sole discretion to extend the Agreement term for up to an additional 4 years, for a total of 9 years (or 108 months).

3.3 Detailed Description of Tasks

The primary role of the Contractor will be to provide as-needed support to HHWP in meeting their obligations to the NERC/WECC Reliability Standards and CPUC regulations, including but not limited to: (1) staffing and maintaining HHWP's NERC/WECC Compliance Program; (2) readiness assessment; (3) Subject Matter Expert (SME) training; (4) on-site audit/spot check support; (5) compliance process review, documentation and controls; (6) risk management consultancy; (7) cyber vulnerability assessments (CVAs); (8) functional registration review; and (9) services for regulatory issues.

Contractors shall provide qualified personnel for professional services to support operation and management of the HHWP Division as-needed.

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

TASK 1 STAFF AUGMENTATION

- Provide resources to HHWP to support the needs of their NERC Compliance Program. HHWP may be requesting the contractor to provide a Compliance Manager, CIP Expert and O&P Expert for their NERC/WECC Compliance Program. Given the maturity of HHWP's program, full-time support of these positions may be required.
- Contractor may be asked to provide electrical engineering to support PRC, MOD, TOP and TPL NERC/WECC Reliability Standards.
- Contractor may be asked to provide network programming services.
- Any other staff augmentation needs to support HHWP's Compliance Program.

TASK 2 READINESS ASSESSMENTS

- Contractor will utilize NERC/WECC audit procedures to assess the City's strict compliance with all applicable existing and future registrations. Contractor will work with the City staff to help review and assess compliance documentation and plans for the NERC requirements that are applicable to the City.
 - The review period for each standard will cover the date the standard was last reviewed by the Compliance Enforcement Authority (CEA) through the date of the assessment. Where a standard has not yet been reviewed by the CEA, the assessment will go back to the mandatory and enforceable date.
 - In addition to the reliability standards, the Consultant will utilize Compliance Application Notices (CAN), public notices, adopted interpretations, and Reliability Standard Audit Worksheets (RSAW) where appropriate to

determine compliance.

- The City will identify the evidence that it believes supports compliance to each of the requirements. The Contractor may request specific information based on its experience of appropriate documentation. City staff will provide the information to the Contractor prior to the on-site work.

TASK 3 SME TRAINING

- Contractor will prepare and conduct training sessions to train SME's in providing testimony during audits. The Contractor will subsequently provide practice sessions for the SME's to practice what they have learned. The Contractor will provide direct feedback to the SME's. The Contractor will provide input to compliance staff on the scheduling of SME's for the audit.

TASK 4 ON-SITE AUDIT/SPOT CHECK SUPPORT

- Contractor will provide on-site support for NERC audits and spot checks as scheduled by the WECC, which includes accompanying SMEs during questioning to provide support as needed, identifying areas where the auditors exceed the scope of the standards or the audit, assisting standard owners and compliance staff with additional data requests from the auditors, and consulting with standard owners and compliance staff on issues brought up during the audit.

TASK 5 COMPLIANCE PROCESS REVIEW, DOCUMENTATION AND CONTROLS

- Contractor will assist in the development of policies, procedures, business workflows and processes as requested. The Contractor will review documentation developed by SME's for sufficiency and provide quality improvement recommendations including recommendations for automation. The Contractor will assist the SME's in completing the RSAWs and other documentation related to data requested by NERC or WECC.
- Provide expertise in best practices of procedural approach (i.e. what works and what can be administrated effectively and efficiently).
- Provide expertise in the documentation, implementation, and evaluation of HHWP's Preventative, Detective and Corrective Internal Controls used to meet NERC/WECC compliance obligations.

TASK 6 RISK MANAGEMENT CONSULTANCY

- Contractor will perform risk management assessments, evaluation of controls, and assist HHWP in submitting their Internal Controls Evaluation with the WECC.

TASK 7 CYBER VULNERABILITY ASSESSMENT (CVA)

- Contractor will perform a CVA that meets or exceeds the requirements specified in the CIP standards. Contractor will provide the City with a comprehensive report that identifies all vulnerabilities and details how each applicable CIP requirement was met.

TASK 8 FUNCTIONAL REGISTRATION REVIEW

- Provide as-needed support for functional registration review.
- Provide as-needed support should the City be required to register for additional NERC functional registrations (e.g., Distribution Provider or Inverter Based Resource (IBR GO or IBR GOP)).

TASK 9 SERVICES FOR REGULATORY ISSUES

- Provide advance warning, guidance, and potential implementation issues and solutions associated with the issuance of new or revised NERC or WECC Reliability Standards.

3.4 General Obligations

The HHWP Power Regulatory Compliance Manager will manage the contract capacity and assign and approve individual Task Orders, as needed.

The awarded Proposer shall be required to submit a semi-annual progress report to the HHWP Power Regulatory Compliance Manager on all Task Order assignments. A format for the semi-annual report will be presented at the Contract kick-off meeting. This format will include updates on each Task Order's scope activities, schedule, original budget and monthly expenditures by firm and LBE compliance reports.

Please note that key team members will be expected to be available to work onsite in Moccasin for extended periods of time (ranging from 30% time onsite during non-audit periods, to 75% onsite during readiness audit, and audit periods).

4 Minimum Qualifications

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

4.1 Prime Proposer and Joint Venture Partners Qualifications

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

A. Prime Proposer or Lead JV Partner Qualifications

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

- Having been in business for a minimum of two (2) years;
- Must have demonstrated experience performing NERC Standards development and compliance for a minimum of five (5) years;
- Clearly demonstrated relevant project experience within the last three (3) years in all the following areas:
 - Analyzing and advising in the review of new or revised NERC/WECC Standards and potential impacts;
 - Advising in preparation for compliance documentation (e.g., written procedures/processes) and compliance tracking for NERC/WECC Standards;
AND
- A minimum two (2) years' experience in project management and management of multiple subconsultant teams.

The **team must be made up of individuals that** possess, at a minimum, the following qualifications:

- Staff with demonstrated experience performing NERC O&P and CIP Reliability Standards development and compliance for a minimum of ten (10) years.

- Two years' experience within the last three (3) years for an entity with similar registrations and obligations to HHWP's (TO, GO, TOP, GOP, TP with Medium Impact Bulk Electric system (BES) Cyber Assets) in all of the following areas:
 - Designing controls and evaluating risk for an internal controls program;
 - Developing RSAWs and Evidence Request Tool (ERT); and
 - Analyzing and advising in preparation for compliance audits by NERC/WECC;
- Minimum three (3) years' experience providing program management services for a NERC Compliance Program (for CIP OR O&P Standards) for an entity with similar registrations and obligations to HHWP's (TO, GO, TOP, GOP, TP with Medium Impact Bulk Electric System (BES) Cyber Assets).
- Implementation of workflows with procedure documents to track and maintain evidence of compliance with each control, e.g., Tripwire, SigmaFlow, AssurX, Maximo and PowerBase.

B. Non-Lead JV Partner Qualifications

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

- Having been in business for a minimum of eighteen (18) months;
- Staff with demonstrated experience performing NERC Standards development and compliance for a minimum of three (3) years;
- Experience within the last eighteen months (18) in the following areas:
 - Analyzing and advising in the review of new or revised NERC/WECC Standards and potential impacts;
 - Designing controls and evaluating risk for an internal controls program;
 - Developing RSAWs and Evidence Request Tool (ERT);
 - Analyzing and advising in preparation for compliance audits by NERC/WECC;
 - Advising in the preparation of compliance documentation (e.g., written procedures/processes) and compliance tracking for NERC/WECC Standards; and
 - Implementation of workflows with procedure documents to track and maintain evidence of compliance with controls, e.g., Tripwire, SigmaFlow, AssurX, Maximo and PowerBase.

4.2 Subcontractor Qualifications

To qualify as a **subcontractor** that will provide technical services described in this RFP, each

subcontractor must possess, at a minimum, the following qualifications:

- Staff with demonstrated experience performing tasks to support NERC O&P and/or CIP Reliability Standards development and compliance for a minimum of three (3) years;
- Clearly demonstrated recent experience/projects within the last three (3) years in one of the areas listed below:
 - Relay protection;
 - Transmission analysis (real-time situational awareness or planning studies);
 - Onsite testing related to the NERC PRC Standards;
 - Data analysis/testing of HHWP system data to support the NERC MOD Standards;
 - Data analysis/testing of HHWP system data to support the NERC VAR Standards;
 - NERC CIP-compliant personnel risk assessments, specifically, the ability to perform identity verification, including a seven-year criminal record check.
- For software tool subcontractor(s) specifically, the subcontractor(s) must have a minimum of three (3) years' experience in developing software tools to manage a compliance program, for example:
 - 1) Development tools and tracking software for training programs (PER-005, PER-004, CIP-004);
 - 2) Tools for automation of workflow processes for configuration management (CIP- 010); or
 - 3) Tools for automation of workflow processes for security patching, including patching source.

For these services, HHWP currently uses SigmaFlow, Tripwire, PowerBase, and FoxGuard.

Non-technical subcontractors (e.g., reprographics) are not required to meet the subcontractor qualifications listed above.

4.3 Key/Lead Team Member Qualifications

- A. To qualify as the **Project Manager** for the Agreement, an individual must possess the following:
- A minimum ten (10) years verifiable related work experience, of which at least five (5) years should include Project Management experience;

- A minimum ten (10) years of relevant experience managing a project for NERC Reliability Standards development and compliance, either O&P or CIP, which include all the following components:
 - Analyze and advise in the review of new or revised NERC/WECC Reliability Standards and potential impacts;
 - Development of RSAWs, ERT, and Requests for Information (RFIs);
 - Management of violations, including preparation and/or evaluation of Self- Reports (or Self-Logs), remediation strategies, development of Mitigation Plans and consultation with the regulatory agency;
 - Advise in preparation of compliance documentation (e.g., written procedures/processes) and compliance tracking for NERC/WECC Standards;
 - Analyze and advise in preparation for compliance audits by NERC or WECC;
 - Technical background (Engineering, Compliance, or Network Administration);
 - 10+ Years experience in the electric power industry;
 - Experience conducting internal audits and spot checks;
 - Experience with NERC's and WECC's internal control frameworks;
 - Experience developing, monitoring, and adjusting internal controls;
 - Experience with NERC/WECC self-reporting and self-logging programs and advisory techniques;
 - Experience diagnosing compliance challenges and implementing solutions;
 - Experience writing training objectives, lesson plans, and delivering training;
 - Development of risk-based internal mitigation programs, procedures, and controls evaluations;
 - Experience documenting and demonstrating adherence to risk mitigation protocols;
 - Experience developing and implementing corporate ethics and compliance programs;
 - Experience developing and evaluating performance optimization;
 - Experience fostering leaders and their development;
 - Experience developing process improvement and reconstruction;
 - Experience defining and documenting operational challenges;
 - Experience creating and implementing strategic processes;
 - Programmatic experience establishing and enhancing compliance programs;
 - Experience planning and performing audits and familiarity with

- recognized auditing standards;
- Demonstrated ability to leverage cross-functional relationships;
- Demonstrated ability to build effective teams;
- Firsthand experience of successfully coaching employees;
- Track record of developing people and delivering critical mentorship; and
- Experience managing regulatory processes and relationships.

B. The O&P Key Team Member and the CIP Key Team Member supporting the project must each

possess the following qualifications:

- A minimum five (5) years of verifiable directly related work experience for their key team role, acting as a consultant or for an entity, performing NERC Reliability Standards development and compliance.
- A minimum three (3) years of relevant experience which contained the following components:
 - Analyzing and advising in the review of new or revised NERC/WECC Reliability Standards and potential impacts;
 - Development of risk-based internal controls evaluation;
 - Development of RSAWs, ERT, and RFIs;
 - Management of violations, including preparation and/or evaluation of Self-Reports (or Self-Logs), remediation strategies, development of Mitigation Plans and consultation with the regulatory agency;
 - Advise in preparation of compliance documentation (e.g., written procedures/processes) and compliance tracking for NERC/WECC Standards; and
 - Analyze and advise in preparation for compliance audits by NERC or WECC.
- Desirable industry certifications:
 - Certification or experience with diversity and equity
 - Certified Public Accountant
 - Chartered Global Management Accountant
 - Certified Compliance and Ethics Professional
 - Certified Diversity Professional
 - Certified Fraud Examiner
 - CISSP (ICS2)
 - PSP (ASIS)
 - CPP (ASIS)
 - PCI (ASIS)
 - CBRA

- CBRM
- CRMP (RIMS)

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

5 Proposal Response Format

5.1 Proposal Submission

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

For technical or procedural questions regarding the online submittal, contact sfbid@sfwater.org.

5.2 Proposal Requirements and Format

Review the proposal response requirements listed below and on the online response form within SFBid (“Proposal Response Form”). Refer to the SFBid website and click the “Submit Proposal” button to view and complete the full Proposal Response Form. Proposers are prohibited from using the “Make Link” or “Add Image” features in the formatted text response fields. Inclusion of links (other than email addresses) or images in the text response fields may result in rejection of a Proposal.

As reflected in the Proposal Response Form, the proposal must include the following:

5.2.1 Contact Information and Commitments

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

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

- Proposer has reviewed the Conflict of Interest section of this RFP and agrees to comply with all conflict of interest rules and restrictions;
- Proposer has the qualifications and experience to perform and complete the work described in this RFP;
- Proposer has read and agrees to comply fully with the terms and conditions of the Agreement (included as Appendix A);
- Proposer has reviewed the Limitations on Communications section of this RFP and certifies compliance with all communications instructions and restrictions;
- Proposer has reviewed all the Addenda posted with this solicitation;
- Proposer agrees to acknowledge and respect all SFPUC policies (see Section 2.2);
- Proposer agrees to comply fully with all applicable laws, including the laws of the City and County of San Francisco;
- Proposer warrants its proposal contains only truthful and accurate information;

- If submitting a voluntary SIP Proposal, Proposer agrees to keep its Social Impact Commitments offer (as specified in its SIP Proposal) open for the SFPUC’s acceptance until such time as the Agreement is finally awarded and approved as required by law unless the SFPUC rejects all proposals before award;
- If submitting a voluntary SIP Proposal, Proposer has read the [SIP Rules and Regulations](#) and agrees to fully comply with the terms and conditions of the SIP.

5.2.2 Executive Summary

Provide an executive summary that:

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

5.2.3 Proposer Qualifications

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

If a JV, include a description of the organization, relationships, and defined responsibilities of all partners in the JV. Describe any previous project-specific associations of the JV Partners.

The JV Partner must demonstrate proven experience in managing, leading, and skills in the following areas:

5.2.3.1 General

- Implementing/auditing multiple regulatory compliance frameworks, e.g., NERC or the National Institute of Standard and Technology (NIST) Cyber Security Framework 2.0
- Regional Entity audit experience within WECC
- Current staff who have functioned as a former WECC auditor, investigator and/or enforcement auditor for O&P Standards
- Current staff who have functioned as a former WECC auditor, investigator and/or enforcement auditor for CIP Standards
- Current staff who have completed NERC Auditor Training and NERC Audit Team Lead Training
- Implementing training and education to meet NERC Standards and

Cybersecurity Awareness

- Presence at national level NERC working groups:
 - Critical Infrastructure Protection Committee
 - Compliance and Certification Committee
 - Operating Committee
 - Planning Committee
- Drafting of NERC CIP Standards
- Drafting of NERC O&P Standards
- Negotiating penalty and sanction settlements with regulators and developing mitigation plans
- Mitigation support for WECC protocol and NERC compliance investigation
- Audit support (both NERC O&P and CIP Standards)
 - Gap analysis for NERC O&P and CIP Standards
 - NERC audit preparation services
 - Mock audits
 - Audit support during NERC or ERO audit
- Providing compliance program enhancement services and compliance technology integration

5.2.3.2 CIP Detailed

- Designing and assessing processes and controls that leverage industry best practices around NERC CIP
- Ability to assess and manage existing tool sets, identify gaps, and advise that tools and technology are being utilized to their fullest potential
- Assisting utilities in their transition to a more secure/operationally focused program
- Cyber security assessment to assist in meeting current and future CIP Version compliance obligations (including development of roadmaps to address gaps)
- NERC CIP compliance assessment and mock audit focused on WECC approaches
- Experience and ability to conduct and assess routine tasks such as Disaster Recovery/Emergency Response Exercises, CIP Awareness Training
- Experience and ability to conduct Vulnerability Assessments using a wide variety of security tools that assess application, network, and hardware
- Experience with tools such as SigmaFlow, FoxGuard, PowerBase, or Tripwire

5.2.3.3 Risk Based Internal Controls Evaluation

- Experience in designing and implementing an internal controls program
- Ability to monitor and assess controls frameworks for operational efficiencies, risk mitigation, and automation opportunities
- Integrating technologies to sustain security and compliance postures

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

5.2.4 Reference Projects

Prime Proposer/Lead JV Partner must provide a description of the four (4) most recent projects previously managed by the Prime Proposer or Lead JV Partner within the last 5 years AND at least one (1) most recent project previously managed by the Non-Lead JV Partner within the last 18 months, which must be of the type and scope of services specified in this RFP. Each reference project must demonstrate at least three (3) of the following:

- Analyze and advise in the review of new or revised NERC/WECC Reliability Standards and potential impacts;
 - Development of internal controls evaluation;
 - Use of a risk management framework (e.g., ISO 31000 Risk Management Guidelines, COSO) to manage an entity's reliability and compliance program;
 - Development of RSAWs;
 - Advise in preparation of compliance documentation (e.g., written procedures/processes) and compliance tracking for NERC/WECC Reliability Standards; and
 - Analyze and advise in preparation for compliance audits by NERC/WECC.
- Provide one example of services where you have provided program management services for a NERC Compliance Program (both CIP and O&P Standards) for an entity with similar registrations and obligations to HHWP's (TO, GO, TOP, GOP, TP with Medium Impact BES Cyber Assets).

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

If a Proposer identifies an SFPUC project as a qualifying project reference, and the identified project complies with RFP reference requirements and was subject to the SFPUC's Consultant

Performance Evaluation (CPE) procedure (included as Appendix J), then SFPUC staff may forward either the most recent annual CPE or the final CPE for the project, as appropriate, to the Technical Panel.

Each project description must include the following information:

- Project name;
- Project scope summary;
- Description of the aspects of the project that are applicable to HHWP and how HHWP's situation differs;
- Dates when the project was performed;
- Project costs (Prime (or JV Partners));
- Proposer's role and responsibilities in the project;
- Proposer's performance on delivering the project on schedule and on budget;
- Proposer staff members who worked on the project; and
- Client name, reference, and contact information.

5.2.5 Work Approach

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

- Overall approach for meeting goals and objectives of this RFP;
- Approach for coordinating/managing all work activities, including coordination and communication with SFPUC staff, to meet project milestones and deliverable due dates;
- Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (quality assurance/quality control);
- Approach for monitoring expended labor hours and tracking various factors affecting task costs; include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items;
- Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances;
- Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget;
- Team organization, availability of individuals identified in the proposal, and proposed internal (within the Contractor's team) and external (including City departments) reporting relationships; and

5.2.6 Team Member Qualifications

Identify the individuals who will serve as the Key/Lead Team Members as specified in Section 4.3, Key/Lead Team Member Qualifications, and provide their roles, responsibilities, qualifications, and company affiliations. Proposer must provide all team members background, skills, and experience in order to demonstrate a strong ability to successfully perform the work.

Proposer must clearly demonstrate that all key team members meet all the minimum qualification requirements as outlined in Section 4.3. As instructed in the Proposal Response Form, Proposer must upload résumés (two-page limit) for each team member. The SFPUC will evaluate key team members minimum qualifications for responsiveness. The selection panel will evaluate all team members (key and non-key) for their ability and experience to successfully fulfill their project roles and complete the scope of services.

Preferable Additional Experience is as follows:

All Team Members:

- Excellent technical writing skills;
- Good communication skills and ability to work well as a team with HHWP's Subject Matter Experts;
- Good organizational skills; and
- Verifiable work experience at a Regional Entity delegated authority by NERC (enforcement or audit).

Résumés for each of the listed key/lead team members shall be submitted with the Proposal. The SFPUC expects these key/lead team members to oversee a majority of the work performed under the contract. The SFPUC reserves the right to reject requested substitutions for key/lead team members proposed during Task Order negotiations, as each proposal is being evaluated based on the qualifications of these key/lead team members. Proposed substitution requests from the selected Proposer(s) for these key/lead team members will only be considered if they have the same or better qualifications and billing rates, or if they have been specifically requested by SFPUC staff.

In addition, as instructed in the Proposal Response Form, Proposer must upload a letter of commitment only from the Key Team Members identified in the proposal. Each letter of commitment shall be signed by the applicable individual and dated within ten (10) days of the date that proposals are due. Each letter of commitment must include the following two (2) statements by the applicable individuals:

- If the City awards an Agreement to the Proposer, Proposer will abide by the

- conditions as outlined in Section 4.3 of the RFP; and
- If the City issues a NTP for Task Order work for which the Key Team Member is assigned or will oversee, Key Team Member will work for the duration of time specified in the Task Order proposal.

In the absence of a letter of commitment from an identified Key Team Member, the City may determine that the Proposer does not have commitment from the identified individual and may reject the proposal as non-responsive.

Please note: Proposers must demonstrate qualifying experience as specified within the MQ section of the RFP (Section 4.3) for Key Team Members. This evidence of required experience may be listed within the Team Members' résumés or within the Team Members Qualifications.

5.2.7 HHWP NERC Compliance and Audit Support Team Organizational Chart

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

5.2.8 Overhead and Profit Schedule

The SFPUC will compensate the Contractor for services provided under the Agreement for: (1) labor-related costs by hourly billing rates for hours worked; and (2) separately billed direct reimbursable expenses (or "other direct costs" (ODCs)). The Proposer's billing rates will be non-negotiable during the Agreement award process and for the duration of the Agreement.

Proposer must use the OPS template, included as Appendix B in Excel file format, to prepare its OPS. The OPS must include the base hourly rate and each firm's overhead and profit rate (OPR, or "multiplier") for each staff member for the Prime Proposer (or JV Partners) and all subcontractors expected to work on the project. Proposer must list only one OPR for each firm. The base hourly rate is the employee's earned income hourly rate, which shall not include health benefits, retirement benefits, profit sharing, sick leave, and vacation.

A. Applicable Rates/Tasks

Proposals must include 2025 billing rates. The Agreement will permit the Contractor to escalate its 2025 billing rates, including the maximum billing rate, only based on the annual percentage change of the Consumer Price Index for the San Francisco Bay Area for Urban Wage Earners and Clerical Workers.

Based on the information provided in the OPS, an Effective Overhead and Profit Rate (EOPR, or “average multiplier”) is calculated as a weighted average of the rates proposed for each firm listed as part of the Proposer’s team. **The EOPR may not exceed 3.20. The maximum billing rate at time of proposal is \$300/hour.**

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

Administrative costs such as preparing for the RFP or preparing for an invoice is considered non-billable. Only individuals identified in the proposal or approved by the HHWP Power Regulatory Compliance Manager to be added, and who are performing tasks directly related to the Agreement, may charge their time on approved task orders.

B. Individual Contractor

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

Provision of Individual Contractors for proposed services under the Agreement shall not exceed 3% of the Total Actual Labor Cost. If Proposer’s Individual Contractor is later replaced or substituted after execution of the Agreement, the billing rate of any new Individual Contractor must not exceed the billing rate proposed in the OPS for the position. If the Individual Contractor is replaced or substituted with a Prime or subcontractor employee at an hourly payroll rate, the firm OPR applied to the replacement individual’s hourly payroll rate must not exceed the proposal EOPR.

C. Rates and Markups

The Proposer’s billing rates and EOPR provided in the OPS will be non-negotiable during the Agreement award process and the duration of the Agreement. The EOPR will apply to the billing rate of all subcontracting firms not listed in the OPS. If the Contractor seeks to add a new subcontracting firm during the duration of the Agreement, the new individual firm OPR can be no more than the proposal EOPR. The EOPR will also apply to all amendments to the Agreement.

The SFPUC may require the Contractor to provide payroll records documenting the actual salaries of all individuals who will be added to the project (i.e., individuals not listed in the OPS). The City will only approve project staff substitutions when that change in personnel is requested by the City and/or beyond the control of the Contractor. The Contractor will be obligated to provide the services of individuals listed in the OPS for whom resumes and qualifications have been submitted as part of the proposal.

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

Hourly billing rates shall be the actual hourly base salary rate of each employee utilized for the work multiplied by the firm's proposed overhead rate (including salary burden and fringe benefits) and proposed profit rate. Each firm's proposed OPR, or "multiplier", shall apply to all proposed staff and substituted, new, or added staff for the duration of the Agreement and shall include all miscellaneous and incidental costs of work other than those as specifically defined below as direct reimbursable expenses.

D. Other Direct Costs

ODCs must include actual direct costs (with no markup) of expenses directly incurred in performing the work, with the exception of Media Buy purchases, which may include a 7% mark-up on the base cost. **All ODCs must receive written pre-approval from the SFPUC Contract Manager.**

The following items will be eligible for reimbursement as ODCs:

Task-specific out-of-town travel as requested by the SFPUC ("out-of-town" shall mean outside the nine Bay Area counties: San Francisco, Alameda, Marin, Santa Clara, Sonoma, Contra Costa, Napa, San Mateo, and Solano). Out-of-town travel must be non-routine.

- Rental vehicle or car share: traveler must select the most economical contractor and type of vehicle available and acquire any commercial rate or government discount available when the vehicle is rented.
- Personal vehicle use: The SFPUC will pay the Contractor on a per mile basis as established by the United States Internal Revenue Service and only for that portion of travel that is outside the nine Bay Area counties and non-routine. Should the travel begin or end on a normal workday, the Contractor must subtract commuting mileage from total mileage to calculate reimbursable mileage. The Contractor must submit to the SFPUC an approved

- mileage log and expense report with its monthly invoices.
- Project vehicle rental/lease cost, gasoline, tolls, and parking. The Contractor must request the project vehicle and receive pre-authorization by SFPUC staff. The SFPUC will only reimburse the business portion of the vehicle use. Vehicle mileage log and an expense report are required for consideration of reimbursement. Since auto insurance is already part of the Agreement, the SFPUC will not reimburse any additional insurance costs. Commuting to Moccasin from the Contractor's temporary home is not eligible for reimbursement.
- Lodging, meals, and incidentals will be reimbursed at the GSA per-diem rate for the location of the nearest city to the task location.
- Airfare expenses to and from the consultant's home to Moccasin, including parking, and shuttle/taxi expenses subject to GSA per-diem rates.
- Specialty printing ("specialty," as used herein, shall mean large volume printing and color printing and requires prior written approval from SFPUC project staff and documentation of the written approval from the SFPUC must be included with the invoice);
 - Task-related permit fees;
 - Task-specific safety equipment;
- Specialty communication equipment rental (e.g. radio system that works inside tunnels);
- Expedited courier services when requested by SFPUC staff; and
- Special services, used solely for the benefit of the project, such as electrical testing, hazardous material testing, laboratory testing, deliveries, and coring/drilling services. All such services must receive prior written approval of SFPUC project staff and documentation of the written approval by the SFPUC must be included with the invoice.

Only the ODCs listed above are eligible for reimbursement. Compensation for all other ODCs shall be included in the Contractor's EOPR with no separate compensation or reimbursement. Expenses not eligible for reimbursement include, but are not limited to:

- All other travel expenses such as parking, bridge tolls, public transit, vehicle mileage within the nine Bay Area counties, and travel from the Contractor's home office to SFPUC facilities not requested by the SFPUC;
- Routine and/or commute travel from the Contractor's home office to SFPUC facilities or to

Moccasin;

- Contractor staff relocation costs;
- Any labor charges or pass-throughs including, but not limited to, administrative and clerical staff time;
- Telephone calls and faxes originating in the firm's home office, standard computer use charges, computer hardware or software, communication devices, and electronic equipment;
- All meals, including refreshments and working lunches with SFPUC staff;
- Equipment to be used by SFPUC staff;
- Office equipment, vehicle purchase and any automotive-related equipment; and
- Postage and courier services that are not requested by SFPUC staff.

5.2.9 Diversity, Equity, and Inclusion Submittal

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

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

5.2.10 The SFPUC Social Impact Partnership (SIP) Program

5.2.10.1 Generally

Consistent with the SFPUC Commission's Environmental Justice, Community Benefits and Racial Justice Policies, the SFPUC encourages Proposers to join the SFPUC in delivering concrete, positive benefits to communities served and/or impacted by SFPUC projects, operations, or contracts by voluntarily participating in the SFPUC SIP Program. Information on the SIP Program can be found at <https://www.sfpuc.gov/construction-contracts/contract-opportunities-payments/social-impact-partnership-program>.

Proposers interested in participating in the SIP Program must follow the instructions of this Section 5.2.11 and the [SFPUC SIP Program Rules and Regulations](#). All capitalized terms in this section are as defined in the SIP Rules and Regulations.

This RFP (Solicitation) is for a Covered Contract under the SIP Program. A Proposer that wishes

to participate in the SIP program must submit a SIP Proposal with its technical proposal. A SIP Proposal is not required to qualify for award of this Agreement. However, a Proposer with a compliant SIP Proposal is eligible for a Bonus in the competitive evaluation.

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

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

5.2.10.2 SIP Proposals and Proposed Commitments

To participate in the SIP Program, a Proposer must submit a SIP Proposal in response to this RFP. Proposers who choose to submit a SIP Proposal must do so on the SIP Proposal Response Form, located in Appendix K. The SFPUC may deem any SIP Proposal not meeting this requirement non-responsive. Participation in the SIP Program by submission of a SIP Proposal constitutes Proposer's acknowledgement and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract.

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

- (A) Proposed Commitment Type and Amount,
- (B) Program Area(s),
- (C) Geographic Area(s),
- (D) Proposer's Key SIP Program Personnel.
- (E) Social Impact Work Experience,
- (F) [Reasoning or Values Alignment to Selected Program Area(s)
- (G) SIP Work Approach, and
- (H) Systems, Processes and Documentation.

A. Proposed Commitment Type and Amount

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

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

The amount of a Proposed Commitment must be delivered as direct services and programming in support of a Program Area (see Section 5.2.11.2(B) below) where key performance indicators and outcomes can be reported, not toward a Beneficiary's general operating or overhead costs, fundraising events, or other non-program-based expenses. Proposed Commitments shall not include Contractor's costs associated with participation in the SIP Program, such as administrative costs, employee time, SIP Program reporting requirements, costs to deliver the Proposed Commitment, or cost of travel to/from Commitment locations. All such costs shall be borne by the Contractor at no cost to the SFPUC.

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

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

B. Program Area(s)

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

1. **Job Exposure, Training, and Internships:** Focused on building a diverse and skilled pool of workers for the twenty-first century, and may include local recruitment, case management, barrier removal, soft skills training, technical skills training via California State-approved apprenticeship programs and community-based organizations, or building the worker pipeline to meet State and City-mandated workforce and contracting requirements.
2. **Small Business Support:** Focused on the support of small local businesses impacted by the SFPUC's operations and/or in the communities adjacent to the project, and may include training, mentoring, technical assistance, or business development, especially in the construction and professional service industries.

3. **Public Education:** Focused on strategies that promote science and engineering education and educational advancement for local disadvantaged communities through partnerships with local educational nonprofits and public schools that take into consideration the priorities of the local public school district.
4. **Environment and Community Health:** Focused on strategies to address environmental justice disparities, improve health outcomes in the community, nurture environmental stewardship, and support the continued presence and well-being of long-term residents and businesses in local communities.

C. Geographic Area(s)

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

D. The Proposer's Key SIP Program Personnel

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

E. Social Impact Work Experience

A SIP Proposal must describe the Proposer's documented history and/or experience with social impact/community benefits work, including the Proposer's current community involvement and existing community relationships/partnerships related to the Geographic Area and communities associated with the Project. If a Proposer does not have documented history or experience with social impact/community benefits work, the Proposer may alternatively describe how its culture supports the importance and impact of the Proposer delivering SIP Commitments through this Project. If a Proposer has previously been awarded SFPUC contracts that have included the SIP Program, the Proposer must describe its level of success in satisfying its SIP obligations as reflected on the SFPUC public [dashboard](#) or a more current progress update for active contracts.

F. **Reasoning or Values Alignment to Selected Program Area(s).** Excellent SIP Proposals will describe the Proposer’s reasoning or values alignment that inspired the Proposer to select the Program Area(s) under which it has proposed Social Impact Commitments for this Project. Proposals will further expand on Contractor’s own mission and values, and Proposer’s alignment to the SFPUC Commission’s adopted policies including the [Environmental Justice](#) (to prevent and mitigate harm), [Community Benefits](#) (to promote positive impacts), and [Racial Justice](#) (to address systemic racism) policies and resolutions.

G. SIP Work Approach

ExcellentSIP Proposals will describe the Proposer’s approach, including how the community(ies) impacted by the Project will be engaged to determine the most appropriate use of Proposer’s Social Impact Commitments, how those community(ies) will be selected, and how maximum accountability to the impacted community(ies) will be ensured, consistent with the SFPUC’s Environmental Justice, Community Benefits, and Racial Justice policies and resolutions.

H. Systems, Processes and Documentation

Excellent SIP Proposals will describe the systems, processes, and substantiating documentation (see **5.2.11.3 Section F** for examples) that the Proposer has or will put in place that will allow the Proposer to accurately track and publicly report on the commitments, data, and unique key performance indicators associated with Proposer’s commitments.

5.2.10.3 Covered Contract SIP Program Requirements

A. Social Impact Commitments

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

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

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

The Contractor shall indemnify and defend the City and any of its officers or employees from all damages, costs, or expenses in law or equity, or claims for same, that may arise from the

performance of Social Impact Commitments. The Contractor shall bear sole responsibility and liability, if any, for any breach of the SIP Program provisions of its Covered Contract, the SIP Rules and Regulations, or San Francisco Administrative Code Chapter 21F.

B. Subcontractors

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

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

C. Term of Commitment Delivery and Completion

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

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

D. Contract Amendments

When a SFPUC Covered Contract amendment results in an increase to the Covered Contract amount, San Francisco Administrative Code 21F.1.(b)(1) requires the Contractor propose a proportional increase to any Social Impact Commitment(s) for the Covered Contract. Such

increase shall be proportional to the increase to the Covered Contract amount under the amendment. The Contractor must propose how it intends to allocate the proportional increase in its SIP Annual Work Plan. The SFPUC staff will meet with the Contractor to discuss this revision to the SIP Annual Work Plan after the amendment is approved. Contractor shall be obligated to deliver the increased SIP Commitment(s) at no additional cost to the SFPUC.

E. SIP Work Plans

The Contractor must meet and confer with the SFPUC to submit a proposed SIP Projection Plan, SIP Annual Work Plan, and discuss additional program requirements within 60 days of issuance of a Notice of Contract Award (NCA). The SFPUC will use the SIP Projection Plan and the SIP Annual Work Plan to assess progress on Social Impact Commitment delivery regularly throughout the term of the Covered Contract.

1. Social Impact Commitment Information

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

2. Performance Benchmark Information

The SIP Projection Plan is a detailed forecast that estimates the anticipated financial and/or volunteer contributions over the duration of the Covered Contract.

The Contractor shall identify key benchmarks that align with the underlying technical Covered Contract schedule. Specifically, SIP Projection Plan benchmarks shall detail how the Contractor plans to be on track with Commitment delivery at 25%, 50%, 75%, and 100% of Covered Contract completion (defined as being within 10% of the progress and completion of the underlying contractual term).

3. Beneficiary Information

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

Contractors must independently verify the following information about each Beneficiary:

- Eligibility: (1) Confirmation of a non-profit public benefit corporation current 501(c)(3) status by checking the State of California Department of Justice

Charities Registry website:
<https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>; and (2)
confirmation of an educational institution's public school through the
California Department of Education website:
<https://www.cde.ca.gov/schooldirectory>.

- Program Area and Geographic Area: The Beneficiary provides services within the identified Program Area(s) and Geographic Area(s).
- Independence: The Beneficiary is not owned, operated, or controlled by the Contractor or its subcontractor(s) or any respective officer or employee or Relative of an officer or employee.

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

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

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

F. Reporting

Contractors must submit annually a SIP Annual Work Plan, and regular bi-annual, SIP Program performance reports to the SFPUC.

Contractor shall submit all reports, required documentation, and details regarding key performance indicators to the SFPUC via the online portal: www.sfpuc.org/SIPreporting.

Substantiating Documentation. Further, Contractors must submit documentation with its reports to substantiate that it delivered the Social Impact Commitments and any funds or volunteer hours associated therewith (a non-exhaustive, illustrative list of examples of substantiating documentation includes: timesheets, proof of funds transfer, sign-in sheets for

events and trainings, formal agreement documents, agendas and presentations from meetings, and statements of activities).

SFPUC will not accept reports submitted without required substantiating documentation.

Contractors must complete reporting at the end of each reporting period, including any period in which there are no activities. Failing to report and/or no response by the specified deadlines will be considered non-compliance and subject the Contractor to corrective action (see Rule 5 of the SIP Rules and Regulations regarding Enforcement).

The biannual reporting periods are as follows:

- Q1/Q2 Biannual Report for Social Impact Commitments delivered between July 1 to December 31, and all required documentation. Reporting deadline: January 31.
- Q3/Q4 Biannual Report for Social Impact Commitments delivered between January 1 to June 30, and all required documentation. Reporting deadline: July 31.

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

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

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

G. Monitoring

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

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

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

The Contractors should confirm on the public [dashboard](#) that their performance and progress towards satisfying their Social Impact Commitments have been recorded accurately following

bi-annual reporting.

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

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

5.2.11 CMD Forms

Provide the following completed CMD forms contained in CMD Attachment 6A (v. 7/1/2024) (included as Appendix G):

- Form 2A – CMD Contract Participation Form

5.2.12 Other Required Forms

Provide the following completed forms:

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

6 Evaluation and Selection Criteria

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

6.1 Initial Review

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

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

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

6.2 Overall Evaluation Process

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

Technical Written Proposal	995
DEI Submittal	5
SIP Proposal (potential SIP Bonus points)	49.75
TOTAL with SIP Bonus Points	1,049.75

The maximum total score for the overall evaluation process will be **1,049.75 points** plus bonus points. The SFPUC may award SIP Bonus points up to a maximum of 5% of the underlying technical portion of the Solicitation.

The assigned CMD Contract Compliance Officer will assess proposal compliance with the Chapter 14B requirements and assign a rating bonus at each eligible evaluation stage, if applicable.

The SFPUC will distribute responsive proposals that meet all of the minimum qualification requirements to the Technical Panel for evaluation. The Technical Panel will be comprised of individuals who are knowledgeable on the subject matter, and may include staff from the SFPUC, other City agencies, and/or other utilities or other public entities. A separate panel (“SIP Panel”) will evaluate any voluntary SIP Proposals (see Section 6.2.5). The SFPUC will not include staff closely involved with the preparation of this RFP and the development of the scope of services on any panel.

6.2.1 Technical Written Proposal Evaluation

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

EVALUATION CRITERIA	RFP SECTION(S)	POINTS
Proposer Qualifications	4.1, 4.2, 5.2.2, and 5.2.3	160
Key/Lead Team Member Qualifications	4.3, 5.2.3, and 5.2.6	260
Reference Projects	5.2.4	250
Work Approach	5.2.5	215
Team Organizational Chart	5.2.7	110
TOTAL POINTS		995

The assigned CMD Contract Compliance Officer will assign a rating bonus to the technical written proposal score, if applicable.

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

6.2.2 Reserved. (Oral Interview Evaluation)

6.2.3 Reserved. (OPS Evaluation)

6.2.4 DEI Submittal Evaluation

If submitted, the SFPUC will not qualitatively score the DEI plan. However, Proposers may receive points in the evaluation process for submission of a plan as outlined in Section 6.2, Overall Evaluation Process.

6.2.5 SIP Evaluation and Scoring Process

6.2.5.1 Review of Compliant SIP Proposals

Proposers that wish to participate in the SIP Program must provide a SIP Proposal on the SIP Proposal Response Form, provided in Appendix [K]. Participation in the SIP Program by submission of a SIP Proposal constitutes Proposer's acknowledgement and agreement that it shall comply with the SIP Rules and Regulations as may be amended during the term of a Covered Contract. If a Proposer does not follow the SIP submission requirements, the SFPUC may deem such SIP Proposal non-responsive and determine that it is ineligible for application of a Bonus.

SFPUC SIP staff will confirm that the Proposed Commitment type and amount conform to the requirements of this Covered Contract's Solicitation; that each Proposed Commitment is within a Program Area; that each Proposed Commitment is within the Geographic Area(s) specified in this Solicitation; and that a SIP Executive-in-Charge and a SIP Coordinator are identified (compliant Proposed Commitment). Only a compliant Proposed Commitment is eligible for evaluation and application of the Bonus.

SFPUC staff will assign a Commitment value to each compliant Proposed Commitment, calculated as total Direct Financial Contributions plus total Volunteer Hours (at a rate of \$150/hour). [SFPUC will assign a total Commitment value to the SIP Proposal.](#)

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

Proposers shall not add any language conditioning the delivery of its Social Impact Commitments. Proposed SIP Commitments unequivocally bind the Contractor to its SIP Commitments. If a Proposer includes language conditioning delivery of its SIP Commitments in its SIP Proposal Response Form, the SFPUC will deem the SIP Proposal non-compliant, and Proposer will not be eligible to receive any SIP Bonus point.

6.2.5.2 Application of Bonus

A. Evaluation Panel

To evaluate each Proposer's response to the criteria set forth in paragraphs Sections 5.2.11.2.E-H above, the SFPUC will assemble an evaluation panel. The evaluation panel will score each SIP Proposal's responses to the qualitative evaluation factors with points awarded as described below. The SFPUC reserves the right not to assemble the evaluation panel (and not score the response) if only one Proposer submits a responsive SIP Proposal Response Form. In this event, the SFPUC will assign the maximum SIP Bonus to that Proposer.

B. Determination of Bonus Amount

The SIP bonus for this Solicitation will be up to 5% of the total points allocated to the underlying technical portion of this Solicitation.

The determination of the Bonus amount applicable to each SIP Proposal consists of quantitative and qualitative evaluation factors. The quantitative Commitment value, as calculated by SFPUC staff, shall constitute 3/5 (or 60%) of the total available Bonus. The qualitative score by the evaluation panel shall constitute 2/5 (or 40%) of the Bonus. For example, where the available Bonus is 5 points, if Proposer X has a Commitment value of \$100 and a qualitative score of 65/100 and Proposer Y has a Commitment value of \$85 and a qualitative score of 90/100, then Proposer X would receive a Bonus of 4.44 [3 quantitative (100/100 x 3) + 1.44 (65/90 x 2) qualitative] and Proposer Y would receive a Bonus of 4.55 [2.55 quantitative (85/100 x 3) + 2 (90/90 x 2) qualitative].

If an RFP results in more than one SIP Proposal, but only one SIP Proposal includes a compliant Proposed Commitment, the SFPUC will not convene a Panel to score the SIP Proposal, and the sole compliant SIP Proposal will receive 100% of the total available score:

6.3 Final Scoring

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

7 Award of an Agreement

7.1 Standard Agreement Language

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

7.2 Agreement Preparation

The SFPUC General Manager will make a recommendation to the SFPUC Commission for award of the Agreement to the highest-ranked Proposer. The Agreement will be subject to approval by the BOS pursuant to San Francisco Charter Section 9.118.

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

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

7.3 Agreement Administration

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

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

7.4 Cooperative Agreement

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

8 Terms and Conditions for Receipt of Proposals

8.1 Errors and Omissions in RFP

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

8.2 Inquiries Regarding RFP

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

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

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

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

8.3 Interpretation and Addenda/Change Notices

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

The SFPUC will make reasonable efforts to post in a timely manner any modifications to the RFP on the SFBid website. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its proposal reflects any and all addenda posted by the SFPUC prior to the proposal submission deadline regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer check the SFBid website before submitting its proposal to determine if the Proposer has read all posted addenda. The SFPUC will not be responsible for any other explanation or interpretation.

8.4 Objections to RFP Terms

Should a prospective Proposer object on any ground to any provision or legal requirement set forth in the RFP (including all appendices and all addenda), including but not limited to objections based on allegations that: (1) the RFP is unlawful in whole or in part; (2) one or more of the requirements of the RFP is onerous, unfair or unclear; (3) the structure of the RFP does not provide a correct or optimal process for the solicitation of the services; (4) the RFP contains one or more ambiguity, conflict, discrepancy or other error; or (5) the RFP unnecessarily precludes alternative solutions to the services or project at issue, the prospective Proposer must provide timely written notice of objection as set forth below.

A. An objection must be in writing and must be received by the City no later than 5:00 PM on the 10th working date prior to the proposal submission deadline (as that deadline may be adjusted by addenda). Proposers must transmit objections by a means that will objectively establish the date and time of receipt by the City. The City will not consider any objections or notices of objections delivered orally (e.g., by telephone).

B. Proposers must deliver any objections to cab@sfgwater.org and shale@sfgwater.org.

Subject: **PUC.PRO.0327 HHWP NERC Compliance and Audit Support**

C. Any objection shall state the basis for the objection, refer to the specific requirement or portion of the RFP at issue, and shall describe the modification to the RFP sought by the prospective Proposer. The objection shall also include the name, address, telephone number, and email address of the person representing the prospective Proposer.

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

that time, then the City may decide not to consider such new grounds or new evidence.

- E. Upon receipt of a timely and proper objection, the City will review the objection and conduct an investigation as it deems appropriate. As part of its investigation, the City may consider information provided by sources other than prospective Proposer. At the completion of its investigation, the City will provide a written determination to the prospective Proposer that submitted the objection. If required, the City may extend the proposal submission deadline to allow sufficient time to review and investigate the objection and issue addenda to incorporate any necessary changes to the RFP.
- F. **IMPORTANT NOTE:** If Proposer asserts that it should be qualified for award of the Agreement even though it does not meet one or more of the MQs, the Proposer must object to the disputed MQ(s) using this process. The City will not consider any argument that a Proposer should be qualified despite failing an MQ as part of any responsibility determination made after the deadline for submission of proposals.
- G. The City will consider only objections received within the time and manner specified. A Proposer's failure to provide the City with a written objection as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of objection and forfeiture of the Proposer's right to raise such ground(s) of objection later in the procurement process, in a Government Code Claim, or in other legal proceedings.
- H. A Proposer may not rely on an objection submitted by another Proposer, but must timely pursue its own objection.

8.5 Reserved (Signature Requirements)

8.6 Term of Proposal

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

8.7 Revision of Proposal

Notwithstanding the forgoing, a Proposer may withdraw or revise a proposal on the Proposer's own initiative at any time before the proposal submission deadline. The Proposer must submit

the revised proposal in the same manner as the original proposal. A revised proposal must be received on or before the proposal submission deadline.

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

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

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

8.8 Errors and Omissions in Proposal

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

8.9 Financial Responsibility

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

8.10 Proposer's Obligations Under the Campaign Reform Ordinance

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

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

officer serves.

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential Proposer about a contract. The negotiation period ends when a contract is awarded or not awarded to the Proposer. Examples of initial contacts include: (1) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (2) a City officer or employee contacts a Proposer to propose that the Proposer apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a RFP, and requests to be placed on a mailing list do not constitute negotiations.

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

- Criminal: Any person who knowingly or willfully violates Section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- Civil: Any person who intentionally or negligently violates Section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- Administrative: Any person who intentionally or negligently violates Section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

8.11 Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), Proposers' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or entity's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided

which is covered by this section will be made available to the public upon request.

8.12 Public Access to Meetings and Records

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

8.13 Reservations of Rights by the City

The issuance of this RFP does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all proposals;
- Award fewer than the anticipated number of Agreements;
- Reissue an RFP;
- Prior to the proposal submission deadline, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFP by any other means; or
- Determine that no project will be pursued.

8.14 No Waiver

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

9 CMD Requirements

9.1 Chapter 14B LBE Subcontracting Participation and Good Faith Efforts Requirements

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

9.1.1 LBE Subcontracting Participation Requirements

0%

The LBE subcontracting participation requirement is not suitable for this contract.

Proposer must comply with all requirements of the LBE Ordinance and CMD Attachment 6A (v. 7/1/2024) (included as Appendix G). Read CMD Attachment 6A carefully in its entirety.

9.1.2 LBE Prime/JV Participation

LBE Rating Bonuses

The following rating bonuses will be in effect for the award of the Agreement for any Proposers CMD has certified as a San Francisco Small-LBE or Micro-LBE.

Agreements with an Estimate Cost in Excess of \$10,000,000 and Less Than or Equal to \$20,000,000

A. General

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

The assigned CMD Contract Compliance Officer will apply these rating bonuses to each evaluation stage of the selection process, as applicable. subsections:

- Standard Rating Bonus

B. Standard Rating Bonus

Application of the standard rating bonus shall be as follows:

- A 2% rating bonus will apply to any proposal submitted by CMD-certified San Francisco Small-LBEs or Micro-LBEs. SBA-LBEs are not eligible for a 10% rating bonus. **OR**

The rating bonus applies at each phase of the selection process.

LBE JV ratings bonuses do not apply for contracts estimated by the SFPUC to exceed \$10 million.

9.1.3 CMD Forms

Proposals must include the following CMD forms contained in CMD Attachment 6A (v. 7/1/2024):

- Form 2A – CMD Contract Participation Form

Failure to complete, sign, and submit each of the required CMD forms with the proposal may result in the proposal being deemed non-responsive and rejected. Direct all inquiries concerning the Chapter 14B requirements to Jason Chow, the CMD Contract Compliance Officer for the SFPUC, at (415) 554-0631 or Jason.Chow@sfgov.org.

The City strongly encourages proposals from qualified LBEs. For questions concerning becoming certified as an LBE, call (415) 581-2310 or visit the CMD website at <https://sf.gov/departments/contract-monitoring-division>.

9.2 Labor and Employment Code Article 131 Requirements (Equal Benefits)

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

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

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

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

10 Additional City Requirements

10.1 Insurance Requirements

Without in any way limiting Proposer’s liability pursuant to the “Indemnification” section of the Agreement (included as Appendix A), the Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

- **Commercial General Liability Insurance** with limits not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- **Commercial Automobile Liability Insurance** with limits not less than \$1,000,000 per each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.
- **Worker’s Compensation Insurance** with Employer’s Liability limits not less than \$1,000,000 in statutory amounts, per each accident, injury, or illness.
- **Professional Liability Insurance**, applicable to Proposer’s profession, with limits not less than \$5,000,000 per each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Agreement.

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

- Name as Additional Insured the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees; and
- That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

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

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

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

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

Should any required insurance lapse during the term of the Agreement, the City shall not be obligated to process Contractor's requests for payments originating after such lapse until the City receives satisfactory evidence of reinstated coverage as required by the Agreement, effective as of the lapse date. If Contractor does not reinstate the lapsed insurance, the City may, at its sole option, terminate the Agreement effective on the date of such lapse of insurance.

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

Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder. If Contractor seeks to use a subcontractor to complete any portion of the Agreement obligations, Contractor shall ensure that the subcontractor provides all necessary insurance naming the City and County of San Francisco, the San Francisco Public Utilities Commission, and their respective officers, agents, and employees and the Contractor listed as additional insureds.

10.2 Standard Agreement

The Contractor must enter into a contract, substantially in the form of the Agreement for Professional Services, attached hereto as Appendix A. Submission of a proposal shall indicate Proposer's agreement to all terms of the Agreement.

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

10.3 Nondiscrimination in Contracts and Benefits

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

10.4 Minimum Compensation Ordinance for Employees

The Contractor must agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Labor and Employment Code Article 111 (formerly Administrative Code Chapter 12P). Generally, this ordinance requires contractors to provide employees covered by the ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

Additional information regarding the MCO, including the amount of hourly gross compensation currently required under the MCO, is available on the City website at <https://www.sf.gov/information--minimum-compensation-ordinance>. Note that the hourly gross compensation rate may increase on January 1st of each year and that contractors must pay any such increases to covered employees during the term of the contract. See Article 11 in the Agreement for requirements.

10.5 Health Care Accountability Ordinance

The Contractor must agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Labor and Employment Code Article 121 (formerly Administrative Code Chapter 12Q). Contractors should consult the Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at <https://www.sf.gov/information--health-care-accountability-ordinance>.

10.6 First Source Hiring Program

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

Administrative Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the First Source Hiring Program is available on the web at <https://www.sf.gov/comply-first-source-hiring-program> and from the First Source Hiring Administrator at (415) 701-4848.

10.7 City Vendor and Subcontractor Registration

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

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

Visit the City’s vendor portal, SF City Partners (<https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx>), to register.

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

10.8 Business Tax Registration

In accordance with San Francisco City Ordinance No. 345-88, all vendors conducting business with the City must maintain a valid business tax registration number. An Agreement will not be awarded to the Contractor unless business tax registration fees are paid in full by the time the Agreement is awarded. Proposer may contact the Tax Collector’s Office at 415-554-4470 to confirm that business tax registrations fees have been paid in full. Each contractor must provide a taxpayer ID. Vendor may register their business for tax purposes by filling out the Business Registration online application at <https://newbusiness.sfgov.org/vendor/>.

10.9 Conflicts of Interest

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

10.10 Chapter 14B Reporting Requirements

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

10.11 Nonprofit Compliance with California Attorney General Registry of Charitable Trusts

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

10.12 Cybersecurity Risk Assessment

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

may also be required for the prime contractor or reseller.

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

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

The above reports may be requested at such time the City has selected or is considering a potential Proposer. The reports will be evaluated by the SFPUC and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, the City may afford a potential Proposer the opportunity to cure such risk within a period of time deemed reasonable to the City. Such remediation and continuing compliance shall be subject to the City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

11 Protest Procedures

11.1 Protest of Non-Responsiveness Determination

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

If a Proposer believes that the City has improperly determined that its proposal should be rejected, Proposer may submit a written notice of protest within five working days of the SFPUC's issuance of a Preliminary Notice of Proposal Rejection. Such notice of protest must be received by the SFPUC prior to 5:00 PM on or before the fifth working day following the SFPUC's issuance of the Preliminary Notice of Proposal Rejection. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the laws, rules, local ordinances, procedures, and/or RFP provisions on which the protest is based. In addition, the Proposer must specify facts and evidence sufficient for the SFPUC to determine the validity of the protest.

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

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

The City will consider only protests received within the time and manner specified. If a Proposer does not protest a Preliminary Notice of Proposal Rejection within the time and in the manner

specified above, then the City's determination set forth in the preliminary notice will become final. A Proposer's failure to protest as specified above, on or before the deadline specified above, shall constitute a complete and irrevocable waiver of the ground(s) of protest and a forfeiture of the Proposer's right to raise such ground(s) of protest later in the procurement process, in a Government Code Claim, or in other legal proceedings.

11.2 Protest of Agreement Award

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

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

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

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

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

The City will consider only protests received within the time and manner specified. If a Proposer

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

11.3 Delivery of Protests

If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Proposers must transmit protests by a means that will objectively establish the date and time of receipt by the City. The City will not consider any protests or notices of protests made orally (e.g., by telephone).

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

Subject: **PUC.PRO.0327** HHWP NERC Compliance and Audit Support

12 Conflict of Interest

The Contractor must agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The Contractor must acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the Contractor might be deemed contractors under state and local conflict of interest laws. If so, such individuals must submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the Contractor that the City has selected the Proposer.

12.1 Obligations

It is the obligation of the Proposer as well as its subcontractors to determine whether or not participation in that contract constitutes a conflict of interest. While City staff maintains records regarding award and execution of contracts, it does not have access to specific information concerning which entities, partners, subcontractors or team members perform specific work on these contracts. A conflict of interest or an unfair advantage may exist without any knowledge of the SFPUC. Upon request, we can provide records concerning work performed by various subcontractors to assist Proposers in their own evaluation of potential conflicts. But Proposers have sole responsibility for compliance with these requirements. A court makes the final determination of whether an actual conflict exists. The guidelines below are provided to assist Proposers; however, the City is not providing legal advice in providing the information and assumes no responsibility or liability arising from Proposer's reliance on this information. The guidelines below address conflicts under the aforementioned laws but there are other laws that affect qualifications for a contract.

12.2 Work

There are many phases of work pertaining to City contracts. Potential conflicts arise out of progressive participation in various phases of that work. Set forth below are general guidelines regarding when participation in a specific phase of work may create a conflict. Because an actual determination regarding whether a conflict exists depends upon the specific facts of each situation, Proposers should treat the general guidelines set forth below only as a starting

point. The guidelines do not constitute legal advice. A Proposer should consult with its legal counsel to determine whether a potential conflict exists. This language is not intended to create new rules or restrict or expand existing laws governing conflicts of interest. These guidelines are subject to Government Code Section 1097.6 (see number 12 below).

1. **RFI/RFQ/RFP/Bid Documents.** Any entity that participates in the development of any of these documents has participated in “making the contract” for the work. For these purposes “participating in making” has the same meaning as under Government Code Section 1090 and the term “entity” includes any parent, subsidiary or other related business.
2. **General Program Management Services.** Because these advisory services necessarily assist in general definitions of the program and projects, conflict would likely exist in participation in the design, construction management, and/or construction phase of any project.
3. **Preplanning.** Participation in preplanning work, which may include the needs assessment report, since it is an initial phase, would likely be limited only by previous participation in preparation of RFI/RFQ/RFP or bid documents.
4. **Planning.** The planning phase of any project establishes the facts pertaining to the project and possible options for consideration.
 - a. **Alternative Analysis Report.** This phase proposes to decision-makers the various alternatives in project scope, cost, schedule, and environmental impact necessary to make a determination of the proper project. Firms may have a conflict of interest in subsequent design work if they participated in the decision-making process of selecting an alternative.
 - b. **Conceptual Engineering Report.** This document defines the project and shapes the design contract. Participation in this phase may likely be in conflict with any future design services.
5. **Environmental Review.** Similar to the planning phase, this phase of work gathers information from other sources resulting in a definition of the project for the purposes of reviewing the environmental effects of the work. Firms participating in environmental review would likely not have a conflict in participating in subsequent phases.
6. **Final Engineering Design.** Documents produced under this phase constitute the definition of the construction contract. Participation in this phase would likely be in conflict with participation in any subsequent phases, such as construction management

or general construction. No firm participating in one contract with SFPUC can review and evaluate any of its own work performed under another contract, although firms may, in some circumstances, continue to provide design support services by, for example, responding to Requests for Information or similar submittals concerning their design.

7. **Construction Management.** This work consists of overseeing and directing construction projects as the owner's representative, and may involve review, assessment, and recommendation for actions based on interpretation of contract documents. No firm participating in one contract with the SFPUC can review and evaluate any of its own work performed under another contract. Conflicts could arise if any firm participated in preparing either the final engineering design, any documents enumerated in a contract for construction, or any documents the SFPUC requires a Proposer to rely on in the preparation of its bid. Participation in this phase also would likely be in conflict with participation in the construction phase.
8. **Construction.** It is unlikely that participation in construction contracts, including alternative delivery projects, would result in conflicts on subsequent contracts. Restrictions on participation in construction contracts may be stipulated in other federal, state, or local laws.
9. **Alternative Delivery.** To the extent that an alternative delivery method is used (e.g., design-build or construction manager/general contractor), the restrictions on design or construction management services mentioned herein would apply to those phases of the alternative delivery project.
10. **General.** Work associated with gathering, assessing, or reviewing technical data such as geotechnical investigations, site surveys, condition assessments, or cost estimating would likely have conflicts with other work only if the firms were in a position to review their own work.
11. **Administrative Services.** Any subcontractor or vendor providing general administrative services such as communications, reprographic, janitorial, or security services during one phase of a project will not be precluded from providing similar services during later phases of the same project.
12. **Government Code Section 1097.6.** This Solicitation and any resulting contracts are subject to the provisions of Government Code Section 1097.6, including but not limited to the following: When the SFPUC has entered into a contract with an independent contractor to perform one phase of a project and seeks to enter into a subsequent contract with that independent contractor for a later phase of the same project, the independent contractor is not an "officer" for the purposes of Government Code Section

1090 if the independent contractor's duties and services related to the initial contract did not include engaging in or advising on public contracting on behalf of the SFPUC. Engaging in or advising on public contracting means preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity.

If an independent contractor is an officer as defined in the previous paragraph, that independent contractor does not violate Section 1090 if that independent contractor does not engage in or advise on the making of the subsequent contract. An independent contractor does not "engage in or advise on the making of the subsequent contract" by participating in the planning, discussions, or drawing of plans or specifications during an initial stage of a project if that participation is limited to conceptual, preliminary, or initial plans or specifications and all bidders or proposers for the subsequent contract have access to the same information, including all conceptual, preliminary, or initial plans or specifications.

12.3 Other General Restrictions Applicable to this RFP

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

12.4 Consultation with Counsel

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

13 Acronyms and Abbreviations

- AACE.....Association for the Advancement of Cost Engineering
- AGMAssistant General Manager
- BFS.....Bruce Flynn Pump Station
- BIMBuilding Information Modeling
- BOS.....Board of Supervisors
- CABContract Administration Bureau
- CAISO.....California Independent System Operator
- CCM.....Contractor Construction Manager
- CEQACalifornia Environmental Quality Act
- CHSChannel Pump Station
- CMConstruction Management
- CM/GC.....Construction Manager/General Contractor
- CMB.....Construction Management Bureau
- CMD.....Contract Monitoring Division
- CMISConstruction Management Information System
- CPEConsultant Performance Evaluation
- CPIConsumer Price Index
- CPM.....Critical Path Method
- CPUC.....California Public Utilities Commission
- CRACybersecurity Risk Assessment
- CVA.....Cyber Vulnerability Assessment
- DEIDiversity, Equity, and Inclusion
- EIREnvironmental Impact Report
- EMB.....Engineering Management Bureau
- EMG.....Environmental Management Group
- EOPR.....Effective Overhead and Profit Rate
- GOGenerator Owner
- GOPGenerator Operator

HCAOHealth Care Accountability Ordinance
 HCIPHetchy Capital Improvement Program
 HHWP.....Hetch Hetchy Water and Power
 IBRInverter Based Resource
 ICCInternational Code Council
 ICSInfluent Control Structure
 IRSInternal Revenue Service
 JVJoint Venture
 LBE.....Local Business Enterprise
 LOSLevel of Service
 MBEMinority Business Enterprise
 MCOMinimum Compensation Ordinance
 MGDMillion Gallons Per Day
 NCANotice of Contract Award
 NERC.....Northern Electric Reliability Corporation
 NPFNorth Point Wet Weather Facility
 NTPNotice to Proceed
 O&M.....Operations & Maintenance
 OBE.....Other Business Enterprise
 ODCOther Direct Cost
 OPR.....Overhead and Profit Rate
 OPSOverhead and Profit Schedule
 OSPOceanside Water Pollution Control Plant
 PLAProject Labor Agreement
 PMB.....Program Management Bureau
 PMPProject Management Professional
 REPRacial Equity Plan
 RFIRequest for Information
 RFPRequest for Proposals
 RFQ.....Request for Qualifications

SBASmall Business Administration
SELSSoutheast Lift Station
SEP.....Southeast Water Pollution Control Plant
SFPUCSan Francisco Public Utilities Commission
SIPSocial Impact Partnership
SMESubject Matter Expert
SOPStandard Operating Procedure
SSIP.....Sewer System Improvement Program
TOTransmission Owner
TOPTransmission Operator
TPTransmission Planner
VFDVariable Frequency Drive
WBE.....Woman Business Enterprise
WBS.....Work Breakdown Structure
WECC.....Western Electricity Coordinating Council
WSIPWater System Improvement Program
WWEWastewater Enterprise

14 List of Appendices

- A. Professional Services Agreement (P-600/606) Rev.1
- B. Overhead and Profit Schedule Template (Excel file)
- C. Minimum Compensation Ordinance (MCO) Declaration
- D. Health Care Accountability Ordinance (HCAO) Declaration
- E. First Source Hiring Program Agreement
- F. Release of Liability and Waiver
- G. Contract Monitoring Division 14B Forms
- H. Chapter 12B Equal Benefits Complete Compliance Guide
- I. Sample CRA Questionnaire
- J. Consultant Performance Evaluation Procedure
- K. Social Impact Partnership Proposal Form