

City and County of San Francisco
Sourcing Event ID MARKET MANAGER/MANAGEMENT TEAM

Informal Request for Proposals for:

The Market Manager will manage staff the Embarcadero Plaza Market on Saturdays, with possible expansion to Fridays and Sundays. This position will provide administrative oversight for the following areas: Space Allotment Lottery, Legislation and Compliance, Artist Liaison, Event Coordination and Safety.



Proposal Phase	Tentative Date
Request for Proposals Issued	04/19/24 at 12:00 p.m.
Pre-Proposal Conference	N/A Informal Bid
Written Questions Due Date	N/A Informal Bid
Proposal Due Date	05/13/2024 by 5:00 p.m.
Notice of Intent to Award	05/28/2024 by 5:00 p.m.
Period for Protesting Notice of Intent to Award	N/A Informal Bid
Contract Administrator:	Jennifer Atwood Program Officer, San Francisco Arts Commission 401 Van Ness Avenue, Suite 325, SF, CA, 94102 Phone: 415-252-2271 Email: jennifer.atwood@sfgov.org

I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by The San Francisco Arts Commission (hereinafter, “SFAC” or “City”). SFAC, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) for an on-site Market Manager or Management team for the art vendor market at Embarcadero Plaza. Artists have sold their wares at this market for 52 years since the voter approval of the Street Artists legislation in 1972. This location is an important convergence of foot traffic, bicycles, transit, and private vehicles that comprises both local and out of town visitors. The Market Manager understands the need for high quality service for the artists as well as their customers, and other local agencies who have a stake in this location. The Market Manager is able to provide continuity of staffing to promote deep relationships with constituents. Currently, artists sell at Embarcadero Plaza seven days a week, with the largest concentration of artists on Saturdays. Market days can be anywhere from five (5) artists on a Monday to one hundred and twenty (120) artists on a Saturday. Artists may sell their wares from 6 a.m. until 12 a.m. midnight. However, most artists set-up by 9 a.m. and pack-up around 4 p.m.

The City has approximately 65 departments, ranging from small to very large. Some departments maintain facilities located outside of the geographic limits of the City. SFAC shall

order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

When applicable and practical, Proposers are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City’s most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

2. Selection Overview

The City shall award a contract to a responsive Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest ranking score. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of five years. The City at its sole, absolute discretion, shall have the option to extend the term for five additional years for a total of ten years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$182,000 for the total allowable maximum term.

D. Indefinite Quantity, As-Needed Contract

Reserved (Indefinite Quantity, As-Needed Contract)

E. 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.

F. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other published pertinent information.

Proposal Phase	Tentative Date
Request for Proposals Issued	04/19/24 at 12:00 p.m.

Pre-Proposal Conference	N/A Informal Bid
Written Questions Due Date	N/A Informal Bid
Proposal Due Date	04/13/2024 by 5:00 p.m.
Notice of Intent to Award	May 28, 2024 by 5:00 p.m.
Period for Protesting Notice of Intent to Award	N/A Informal Bid

G. Contract Terms and Negotiations

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City’s Proposed Agreement Terms. **City’s Proposed Agreement Terms are not subject to negotiation.** Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

II. GOODS AND SERVICES REQUESTED

A. Goods and/or Services Requested

This Solicitation is being issued by ART. ART is seeking qualified Proposers to provide Proposals for The Market Manager will staff the Embarcadero Plaza Market starting on Saturdays, with possible expansion into Friday and Sunday. This position will provide administrative oversight for the following areas: Covid Policies, Space Allotment Lottery, Legislation and Compliance, Artist Liaison, Event Coordination and Safety.

B. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited

Reserved (Compliance Requirements Specific to the Goods/Services Solicited)

C. Green Purchasing Requirements

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City’s Green Purchasing Requirements. In addition, Proposers are encouraged to refer to Attachment 1, City’s Contract Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

D. Alternates and Samples

Reserved (Alternates & Samples)

E. Freight on Board and Shipping Costs

Reserved (Freight on Board and Shipping Costs)

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. CMD Compliance Officer

Reserved

B. Application of LBE Rating Bonuses

Reserved

C. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation.

D. CMD LBE Forms

Although LBE Subcontracting Participation Requirements do not apply to Contracts awarded pursuant to this Solicitation, Bidders responding to this Solicitation must submit response packages that include the CMD LBE Forms included in Attachment 3, with the exception of CMD Form 2B entitled "Good Faith Efforts Form". The applicable forms are:

CMD Packet 3 – Requirements for General Services Contracts consisting of:

- (a) CMD Form 2A: LBE Participation Form
- (b) CMD Form 3: Compliance Affidavit
- (c) CMD Form 5: Employment Form

Failure to complete, sign and submit each of the required CMD LBE Forms with Bidder's Bids may result in the response package being deemed non-responsive and rejected.

E. LBE Payment and Utilization Tracking Reserved

IV. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Price Proposal	Pass/Fail
Written Proposal	100 Points
TOTAL	100 Points

V. MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED WITH PROPOSAL (PASS/FAIL)

Reserved. (Minimum Qualifications Document).

VI. WRITTEN PROPOSAL (100 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth **below**. *The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive.*

A. Description of Goods/Services being Provided (100 Points)

Proposer shall provide a Proposal consisting of the full line of goods and/or services being offered in response to this Solicitation, including

1. Please describe how you/your company will meet the Project Description and Requirements, including any history providing similar services.
2. Please include an hourly rate of services.
3. Please specify any key staff and include their resumes.

VII. PRICE PROPOSAL (Pass/Fail)

A. Price Proposal Format and Allocation of Points

Proposer shall provide a Price Proposal in a separate electronic folder or sealed envelope that includes the following:

- (a) Total fee for each of the disciplines/deliverables identified in the Scope of Work with a not-to-exceed figure.
- (b) Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work, if necessary

The total points allocated to the Lowest Proposed Price shall be determined as follows:

Pricing Narrative + Pass/Fail Proposers shall submit a Pricing Narrative in response to this Solicitation. The pricing narrative should, at a minimum, address the following point:

- (a) Please include an hourly rate of services.

B. Price Proposal Evaluation Period

The City will attempt to evaluate Price Proposals within one-hundred eighty (180) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

C. Price Discrepancies

Where applicable, if there is a discrepancy between the Price Proposal and pricing entered by Proposer into the Supplier Portal, the Price Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

D. Proposing on Separate Items or in Aggregate(s)

Reserved (Proposing on Separate Items or in Aggregate(s)).

E. Application of Discounts for Evaluating Lowest Responsive Proposer

1. Application of LBE Bid Discount to Price Proposal

Where price is a factor in City's evaluation process, Proposer's price shall be reduced by an amount equal to the applicable LBE Bid Discounts. The discount shall be applied solely for the purpose of determining the lowest responsive Price Proposal and shall be in addition to any other discounts, preferences, or adjustments required by City law.

2. Application of Prompt Payment Discounts to Price Proposal

Reserved Prompt Payment Discounts

3. Application of Anticipated Local Tax Revenue Discount to Price Proposal

Reserved (Anticipated Local Tax Revenue Discount).

VIII. ORAL INTERVIEWS

Reserved (Oral Interviews)

IX. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION

Proposers must provide each Required Supporting Documentation (“RSD”) identified below prior to Award. Failure to do so may result in the Proposal being deemed Non-Responsive.

RSD #	Evidence that Proposer is 12B compliant or likely to become compliant within 30 calendar days of the Proposal Due Date.
RSD #	Completed Proposal Attachments: <input type="checkbox"/> Attachment 6: HCAO and MCO Declaration Forms <input type="checkbox"/> Attachment 7: First Source Hiring Form
RSD #	Insurance in accordance with Article 5 of Attachment 1, City’s Contract Terms.
RSD #	Non-Profit Entities: If Proposer is a non-profit organization and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds: (1) a statement describing Proposer’s efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and (2) a summary and disposition 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. If no such complaints were filed, the Proposer shall include a statement to that effect. <i>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.</i>

X. FAILURE TO PROVIDE INSURANCE AND/OR BONDS

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer’s surety and collect on the Proposer’s bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection). The proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

XI. CITY’S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City (“Social and Economic Policy Requirements”). These Social and Economic Policy Requirements can be found in Attachment 1, City’s Contract Terms, which Proposers are encouraged to carefully review. The Social and Economic Policy Requirements set

forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City’s Contract Terms.

2. Contractor Vaccination Policy Attestation Form

Proposers must agree to comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found here: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. If Proposer is unable to comply with this Policy, it will be deemed non-responsive unless a City is able to secure a waiver on Proposer’s behalf. *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

3. Administrative Code Chapter 12X

Proposers are advised that this Solicitation is subject to the requirements of [Administrative Code Chapter 12X](#), which prohibits the City from entering into a contract with a Proposer that has its headquarters in a state with laws that perpetuate discrimination against LGBTQ people; restrict abortion prior to the viability of the fetus; or suppress voting rights. The list of Covered States is available [here](#). When permitted, City, in its sole and absolute discretion, may elect to obtain a waiver to the requirements of Chapter 12X based on one or more exceptions permitted thereunder.

4. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

B. Prevailing Wage Ordinance

Services to be performed by a Proposer selected pursuant to this Solicitation may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of the Agreement awarded as part of this Solicitation as though fully set forth therein and will apply to any Covered Services performed by the awarded Proposer and its subcontractors. *Refer to Attachment 1, City’s Proposed Agreement*

Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

C. Health Care Accountability Ordinance

Where applicable, a Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each covered employee who is not subject to Prevailing Wage, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission’s minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

D. Minimum Compensation Ordinance

Where applicable, a Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees who are not subject to Prevailing Wage no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco> *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

E. First Source Hiring Program

A Proposer selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

F. Sweatfree Procurement

A contract awarded pursuant to this Solicitation shall be subject to the City’s Sweatfree Contracting Ordinance, Chapter 12U of the San Francisco Administrative Code (“Chapter 12U”). Proposers must use Forms P-12U-C and P-12U-I, included in the City’s Price Proposal template, to identify relevant information about themselves, their First Tier Subcontractors, and certain Lower Tier Subcontractors.

A “First Tier Subcontract” is a contract of any amount directly between the awarded Contractor and its subcontractor. A “Lower Tier Subcontract” is a contract between a First-Tier Subcontractor and its subcontractors, or a contract between the subcontractors of the First Tier Subcontractor.

Form P-12U-C: Proposers shall complete one Form P-12U-C for each of their First-Tier Subcontractors, indicating the amount to be paid by the Proposer to the First-Tier Subcontractor. In this form, Proposers shall also identify all Lower Tier Subcontractors, along with the amounts to be paid to each of them by the First Tier Subcontractor. Based on Proposers’ entries, Form P-12U-C will state if a Lower Tier Subcontractor is subject to Chapter 12U. Lower Tier

Subcontractors who are being paid less than the lesser of (A) \$25,000 or (B) 10% of the higher-tier subcontract are not subject to Chapter 12U.

Form P-12U-I: Once Proposers have identified the First and Lower Tier Subcontractors subject to Chapter 12U, Proposers must complete Form P12U-I on behalf of each identified entity. In so doing, Proposers shall first ask its First Tier or Lower Tier Subcontractor to review Chapter 12U and respond to the questions in Form P-12U-I. Proposers are encouraged to keep documentation of the replies received from each Subcontractor in the event City requests evidence for Proposers' replies to Forms P-12U-I.

Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

G. Non-Profit Entities

To receive a contract under this Solicitation, 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 Attorney General's Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

H. Other Social Policy Provisions

Attachment 1, City's Contract Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. How to Register as a City Supplier

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

B. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive

all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must submit their proposal to the contact listed on the listed on the San Francisco Arts Commission website. Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

C. RFP Addenda

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Arts Commission website. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

D. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

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

E. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

F. Proposal Selection Shall not Imply Acceptance

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

G. Cybersecurity Risk Assessment

As part of City’s evaluation process, 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 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, City may collect as part of this Solicitation process one of the following two reports:

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

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

H. Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

I. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

J. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

3. Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

K. Proposal Term

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

L. Revision to Proposal

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal Due Date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

M. Proposal Errors and Omissions

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

N. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

O. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

P. Reservations of Rights by the City

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

Q. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

R. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
 - a. Any condition set forth in this Solicitation;
 - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
 - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.