

**City and County of San Francisco**  
**Sourcing Event ID: 0000008693**

**Formal Request for Proposals for:**  
**OFE Financial Counseling Service Provider**  
**Amended November 6, 2023 – changes in RED**

This Solicitation can be viewed on the City’s Supplier Portal at: <https://sfcitypartner.sfgov.org/pages/index.aspx> and at the Office of the Treasurer and Tax Collectors website: <https://sftreasurer.org/about-us/request-proposals>



<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	Tuesday, September 26, 2023, 5:00PM
Written Questions Due Date	Friday, October 13, 2023, 5:00PM
Answers and Clarifications Published	Friday, October 20, 2023, 5:00PM
Proposal Due Date	<del>Monday, October 30, 2023, 5:00PM</del> <b>Friday, November 17, 2023, 5:00PM</b>
Short-Listing Notification for Oral Interviews	<del>Week of December 4, 2023</del> <b>Week of December 18, 2023</b>
Oral Interviews	<del>Week of December 11, 2023</del> <b>Week of January 1, 2024 and Week of January 8, 2024</b>
Notice of Intent to Award	<del>Week of December 18, 2023</del> <b>Week of January 15, 2024</b>
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City’s issuance of a Notice of Intent to Award.
Contract Administrator:	Andrea Yee Financial Capability Program Manager San Francisco Office of Financial Empowerment 1 Dr Carlton B Goodlett Pl, San Francisco, CA 94102 Phone: (415) 554-7444 Email: <a href="mailto:andrea.yee@sfgov.org">andrea.yee@sfgov.org</a>

**Attachments**

- Attachment 1: City’s Contract Terms
- Attachment 2: Scope of Work
- Attachment 3: Proposer Information and Reference
- Attachment 4: Minimum Qualifications
- Attachment 5: Core Competencies Form
- Attachment 6: Price Proposal – updated 11.6.2023**

**Appendices**

- Appendix A: Financial Counseling to Invoice Template – updated 11.6.2023**

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## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

#### **1. General**

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the Office of the Treasurer and Tax Collector (hereinafter, “TTX” or “City”). TTX is seeking qualified organizations (“Proposers”) to provide proposals (“Proposal”) for financial counseling service provision to people living, working, or receiving services in San Francisco, with an emphasis on BIPOC, low-income, and at-risk communities with inequitable financial access and opportunities.

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. TTX 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.

#### **Selection Overview**

The City shall award contracts to up to four (4) Proposers that meet the Minimum Qualifications of this Solicitation, score a minimum of 70 points on the written proposal and 50 points in the oral interview. 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 and community-based partners. Proposals will be evaluated based on the criteria outlined herein.

### **B. Anticipated Contract Term**

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of 5 (five) years. The City at its sole, absolute discretion, shall have the option to extend the term for up to 5 (five) additional years for a total of up to 10 (ten) years.

#### **Anticipated Contract Not to Exceed Amount**

Each contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$4 million for the initial term. This amount is based on City’s estimated spend over the advertised initial contract term. Should City’s actual spend exceed its estimated spend for the initial term, City may in its sole discretion increase the contract NTE for the initial term. Should City exercise its options to extend the contract beyond the initial term, City may also elect to increase the NTE proportionally.

### **C. Indefinite Quantity, As-Needed Contract**

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. TTX shall request a minimum of \$200,000 of services as outlined in this solicitation in the first year of the contract. For subsequent years of the contract, TTX shall allocate additional professional services work as needed to meet the needs of financial counseling clients, our department, and our program funders. Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

#### D. 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 upon approval.

#### E. 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.

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Notice of Intent to Award	<del>Week of December 18, 2023</del> Week of January 15, 2024
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.

#### F. Contract Terms and Negotiations

The successful Proposer(s) will be required to enter into a contract substantially in the form attached hereto as Attachment 1, City's Contract Terms. **If Proposer is unable to accept City's Contract Terms substantially in the form presented a revised, or redlined, copy of Attachment 1, City's Contract Terms will be requested within ten days of the notice of Intent to Award to the selected Proposer(s).** The revised copy of City's Contract Terms must clearly:

- (1) Mark those sections to which it objects;
- (2) Set forth Proposer's alternative terms with respect to each such section; and
- (3) Explain the basis for each proposed change.

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

## II. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	15 Points
Written Proposal	85 Points

Oral Interviews	75 Points
<b>TOTAL</b>	<b>175 Points</b>

Proposals should consist of the following:

Required Document	Description
<b>Written Proposal</b>	<input type="checkbox"/> Approach to Scope of Work (Up to 7 pages) <input type="checkbox"/> Qualifications and Organizational Capacity (Up to 4 pages) <input type="checkbox"/> Resumes for each staff listed in this section
<b>Attachment 3</b>	Proposer Information and References
<b>Attachment 4</b>	Minimum Qualifications
<b>Attachment 5</b>	Core Competencies Form
<b>Attachment 6</b>	Price Proposal

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

The Proposer must demonstrate that they meet all of the Minimum Qualifications listed below by completing Attachment 4. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description
<b>MQ1</b>	A minimum of three (3) years of delivering one-on-one financial education, financial counseling, or similar or related service, particularly to those from BIPOC, low-income and at-risk communities inequitable economic opportunity and successfully supporting them to resolve financial barriers and achieve positive financial outcomes
<b>MQ2</b>	Agreement to use data tracking and reporting system as required by the City to track, manage and report on critical data points for each client.
<b>MQ3</b>	Ability to provide financial counseling both virtually and in-person, with Bay Area-based staff available as needed for in-person outreach and financial counseling. No physical office is required and Bay Area-based staff may be Proposer's staff or subcontracted.
<b>MQ4</b>	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within thirty (30) days of notice of award.

### IV. WRITTEN PROPOSAL (85 POINTS)

In addition to completing Attachment 4 - Minimum Qualifications as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth below.

A. Approach to Scope of Work – up to 7 pages. (45 Points)

- a. Service Delivery:
  - Describe your organization’s approach to delivering financial counseling services and meeting all requirements outlined in the Scope of Services (Attachment 2).
  - How does this program approach meet clients where they are and appropriately address the needs of the target populations in this RFP?
  - What specific strategies does your organization employ to achieve client outcomes and engage clients in follow-up activities?
- b. Integrations and Referrals: Financial counseling clients experience positive outcomes when counseling services are integrated with the delivery of other services. How will your organization add value for clients through the deployment of program integrations and collaboration with referral partners?
- c. Quality Control: Describe your organization’s techniques for quality assurance and maintaining consistently high standards of service delivery. Give examples, if applicable, of previous experience identifying and implementing improvements using these quality control measures.
- d. Client transition: Your organization may be required to transition clients to or from another service provider. Describe how you would facilitate and manage this process to minimize service disruption and client loss.
- e. Client input: Describe your organization’s methods, if any, for collecting and incorporating client input regarding program design and service delivery.

B. Qualifications and Organizational Capacity – up to 4 pages (not including resumes/job descriptions) (40 Points)

- a. Describe your organization’s qualifications and expertise that will enable you to successfully deliver services as described in the Scope of Services (Attachment 2). What is your organization’s experience working with the target populations listed?
- b. Staffing Plan:
  - Describe the staffing plan that will be employed to provide service, supervision, and program management.
  - Attach an organizational chart and resumes of key personnel who will be providing financial counseling, as well as those who will have oversight and management of this service.
  - Clearly identify whether services will be performed by existing staff or by proposed staff.
- c. Hiring: Describe the organizational approach to staff recruitment and hiring.
- d. Training: Describe organization’s staff training plans, both initial training and continuing education units (CEUs). How does your organization keep financial counselors up-to-date on burgeoning areas of concern in financial security and innovative solutions for clients?
- e. Retention: Counseling experience is tied to client relationship building and outcomes achievement. Describe your organization’s approach to staff retention.
- f. *Optional* - Subcontracting:

- Does your organization plan to perform any of the services and requirements outlined in the Scope of Services (Attachment 2) with subcontractors?
- If so, describe how the collaboration will work and the roles and responsibilities of the lead organization and subcontractors.
- List the subcontractor(s) and provide letters of commitment to engage in this work if the contract is awarded.
- Provide resumes for key personnel of subcontractor(s) who will be working directly on this program.

**V. PRICE PROPOSAL (15 Points)**

**A. Price Proposal Format and Allocation of Points**

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Price Proposal consisting of each item set forth in Attachment 6 – Price Proposal.

~~The Price proposal will be evaluated by scoring the proposed Base Hourly Rate. The Base Hourly Rate will be scored based on the following formula:~~

~~Score = (Lowest Proposed Base Hourly Rate/Proposer’s Base Hourly Rate) x (15 points)~~

The Price proposal will be evaluated by scoring the proposed Base Hourly Rate, the Overhead % Rate, Overhead Detail, and the allocation of a score for usage of the Equity Pricing Structure as follows:

<b>Criteria</b>	<b>Points</b>
Base Hourly Rate	5 points
Overhead % Rate	5 points
Overhead Detail	2 points
Equity Pricing Structure	3 points
<b>TOTAL</b>	<b>15 points</b>

The Base Hourly Rate will be scored based on the following formula:

Score = (Lowest Proposed Base Hourly Rate/Proposer’s Base Hourly Rate) x (5 points)

The Overhead % Rate will be scored based on the following formula:

Score = (Lowest Proposed Overhead %/Proposer’s Overhead %) x (5 points)

Contractor shall receive 2 points for providing a detailed breakdown of Overhead costs and up to 3 points for use of the Equity Pricing Structure.

## 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.

## VI. ORAL INTERVIEWS (75 POINTS)

The Evaluation Panel will hold oral interviews with Proposers that have met the Minimum Qualifications and whose Written Proposals received a score of at least 70 Points. Prior to Oral interviews, the City will send a letter to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers' key/lead team members and to exclude, for example, sub-consultants on multiple teams. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers' and key/lead team members' qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers at least one week prior to the date of interview to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer's responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

## VII. 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.

<b>RSD #1</b>	Evidence that Proposer is 12B compliant or likely to become compliant within 30 calendar days of the Proposal Due Date.
<b>RSD #2</b>	<p><b>Non-Profit Entities:</b> 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:</p> <p>(1) a statement describing Proposer's efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and</p> <p>(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.</p> <p><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></p>

## VIII. 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. 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. 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.*

**C. 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.*

**D. 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.

### **E. 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.

## **IX. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. 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> and the TTX website: <https://sftreasurer.org/about-us/request-proposals>.

#### **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 email a copy of their proposal to the Contract Administrator listed on this RFP. 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.

### **B. Proposal 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 Supplier Portal and the TTX 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.**

**C. 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.

**D. 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.

**E. 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.

**F. 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.

## **G. 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.

## **H. 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.

## **I. 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.

## **J. 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.

## **K. 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.

## **L. 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.

## **M. 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](https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

**N. 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.

**O. 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.

**P. 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.