

City and County of San Francisco

Sourcing Event ID 0000007467

Formal Request for Proposals for: Kindergarten to College Program Evaluation Partner

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>



Proposal Phase	Tentative Date
Request for Proposals Issued	Monday, September 26, 2022, 9:00 AM
Written Questions Due Date	Friday, October 14, 2022, 5:00 PM Answers posted by Friday, October 21, 2022, 5:00 PM
Proposal Due Date	Monday, November 7, 2022, 5:00 PM
Notice of Intent to Award	Monday, December 12, 2022, 5:00 PM
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, Office of the Treasurer & Tax Collector 1 Dr. Carlton B. Goodlett Place, Room 110, San Francisco, CA 94102 Email: andrea.yee@sfgov.org

Attachments

- Appendix A: City's Contract Terms
- Appendix B: Supporting Documentation Required Prior to Contract Execution
- Attachment 1: Scope of Work
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: Minimum Qualifications
- Attachment 4: Price Proposal

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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, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) for a research and evaluation partner to conduct a multi-phase evaluation of the K2C program to examine the impact and efficacy of the program, as well as offer a blueprint for future analysis.

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.

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 the 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 5 years. The City at its sole, absolute discretion, shall have the option to extend the term for 3 additional years for a total of 8 years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$250,000 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.

D. Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of goods or services for any of the Proposers selected for contract negotiations or for the awarded Proposer(s). 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.

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	Monday, September 26, 2022, 9:00 AM
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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.

G. Contract Terms and Negotiations

The successful Proposer will be required to enter into a contract substantially in the form attached hereto as Appendix A, 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 Appendix A, City’s Contract Terms will be requested within ten days of the notice of Intent to Award to the selected Proposer.** 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. GOODS AND SERVICES REQUESTED

A. Goods and/or Services Requested

TTX is seeking qualified Proposers to provide Proposals for a research and evaluation partner to conduct a multi-phase evaluation of the Kindergarten to College (“K2C”) savings program to examine the impact and efficacy of the program, as well as offer a blueprint for future analysis. Details of the services requested are provided in Attachment 1, Scope of Work.

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. Application of LBE Rating Bonuses

LBE Rating Bonuses shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

1. General and Professional Services

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Proposer's participation or, for Professional Services, an JV Proposer's participation.</i>

B. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because the LBE Subcontracting Requirements were waived by the Contract Monitoring Division.

IV. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Project Approach to Scope of Work	45 Points
Qualifications and Capacity	20 Points
Relevant Experience	20 Points
Price Proposal	15 Points
TOTAL	100 Points

Proposals should consist of the following:

Required Document	Description
Written Proposal	<input type="checkbox"/> Project Approach to Scope of Work (Up to 5 pages) <input type="checkbox"/> Qualifications and Capacity (Up to 2 pages) <input type="checkbox"/> 1-2 recent research publications that demonstrate proposer’s experience <input type="checkbox"/> Resumes for each researcher listed in this section <input type="checkbox"/> Relevant Experience (Up to 2 pages)
Attachment 2	Proposer Questionnaire and References
Attachment 3	Minimum Qualifications
Attachment 4	Price Proposal

V. 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 2. **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
MQ 1	At least five years of experience doing evaluation of multi-stakeholder programs.
MQ 2	Experience doing evaluation and working with data from comparable governmental entities and large school districts.

VI. WRITTEN PROPOSAL (85 POINTS)

In addition to submitting Attachments 2, 3, and 4 as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth below.

A. Project Approach to Scope of Work – Up to 5 pages (45 points)

- a.** Provide a preliminary research proposal including a section for each research phase and the following information:
 - i.** Phase A1: Impact Evaluation, Quantitative/Administrative Data analysis
 - (1)** Preliminary research questions
 - (2)** Proposed methodology, including timeline and data needs
 - ii.** Phase A2: Impact Evaluation, Qualitative Data analysis
 - (1)** Preliminary research questions
 - (2)** Proposed methodology, including timeline and data needs

- iii. Phase B: Examination of Program Operation
 - (1) Preliminary research questions
 - (2) Proposed methodology, including timeline and data needs
- iv. Phase C: Blueprint for Future Evaluation
 - (1) Describe your approach to designing this blueprint, including timeline for delivery of the blueprint
- b. Describe how proposer will ensure the inclusion of BIPOC and other historically under-represented populations in post-secondary education in each phase of this program evaluation.
- c. Describe approach to project management of this program evaluation.
- d. Any outstanding support not addressed in this solicitation that proposer would need from K2C to successfully plan and implement this research proposal.

B. Qualifications and Capacity –Up to 2 pages (20 points)

- a. Summarize research experience, core competencies, and experience with multi-modal (qualitative and quantitative) data sources.
- b. List of researchers who will lead and/or support this project, including names, project role(s), and brief bios.
- c. Details if subcontracting any portion of the scope of work, including which portion(s) will be contracted out and brief description of the subcontractor(s).
- d. **Attachments.** Please include the following attachments (not counted toward page limit):
 - i. 1-2 recent research publications that demonstrate proposer’s experience
 - ii. Resumes for each researcher listed in this section

C. Relevant Experience –Up to 2 pages (20 points)

- a. Outline specifically any relevant research experience with CSA’s, financial empowerment, and/or economic well-being of families.
- b. Highlight examples of how proposer has applied an equity lens and promoted inclusion of BIPOC and other historically under-represented populations in post-secondary education in their work and methodologies.
- c. Outline experience working with data from comparable governmental entities, including any experience working with large school districts, along with considerations for data security and privacy.

VII. PRICE PROPOSAL (15 Points)

A. Price Proposal Format

Proposers shall submit a complete Price Proposal consisting of each item set forth **below using Attachment 4, Price Proposal.**

Provide a clearly labeled fee proposal with (6) sections, one per phase, one for total cost, and one for average hourly rate. Proposers are asked to provide the following information:

- Total cost
- Itemized budget
- Number of hours and hourly rate (where applicable)
- Budget narrative explaining each budget line item

For the average hourly rate, Proposers are asked to list each member of the evaluation team and their hourly rate, then provide the average hourly rate across the team. The average hourly rate will be scored based on the following formula:

$$\text{Score} = (\text{Lowest Proposed Average Hourly Rate} / \text{Proposer's Average Hourly Rate}) \times (5 \text{ points})$$

Note: K2C typically provides compensation for participation (ex: incentives for completing survey or focus group) and considers this a best practice. Please incorporate this strategy into your budgets as needed for each phase.

Price proposal will be evaluated as follows:

- Average Hourly Rate formula (5 points)
- Review of budget to ensure that it is reasonable, sufficiently detailed, and justified. (10 points)

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.

VIII. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION

The Successful Proposer who is issued an Intent to Award, must provide Required Supporting Documentation (“RSD”) prior to contract execution. Details of what is required is identified in Appendix B, Supporting Documentation Required Prior To Contract Execution. If the selected Proposer is unable or unwilling to meet or complete the RSD’s 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.

IX. 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 Appendix A, 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 Appendix A, 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 Appendix A, 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

[Click here to read 12X Requirements, Applicability and Evaluation Considerations.](#)

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 Appendix A, 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

[Click here to read HCAO Requirements and Applicability.](#)

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 Appendix A, 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

[Click here to read MCO Requirements and Applicability.](#)

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 Appendix A, 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

[Click here to read First Source Hiring Program Requirements and Applicability.](#)

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 Appendix A, 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

Appendix A, 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.

X. 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 both 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 both 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 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 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.

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](tel:415-252-3100) 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.