

City and County of San Francisco
Formal Request for Proposals for: Artist-Designed Artwork Glass Fabrication and Delivery
 Walter Kitundu | *Those Who Carry Water*
 San Francisco Water Department Campus at 2000 Marin Street

Sourcing Event ID 0000011691

This Solicitation can be viewed on:

City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>

San Francisco Arts Commission's website: <https://www.sf.gov/request-for-proposals-artist-designed-artwork-glass-fabrication-and-delivery>



SOLICITATION SCHEDULE	
Proposal Phase	Tentative Date
Request for Proposals Issued	Friday, May 1, 2026
Artwork Image File Available for Sample Production	Friday, May 1, 2026 (available upon registration — see Section IX)
Pre-Proposal Conference (non-mandatory)	Friday, May 15, 2026, 10:00 a.m. Via Microsoft Teams (teleconference only). Registration required—see below.
Written Questions and Proposed Changes to City's Contract Terms Due Date	Friday, May 22, 2026, 5:00 p.m.
Proposal Due Date	Friday, June 19, 2026, 5:00 p.m.
Material Samples Due	Friday, July 3, 2026, 5:00 p.m. San Francisco Arts Commission 401 Van Ness Avenue, Suite 325, San Francisco, CA 94102
Notice of Intent to Award	On or around Friday, July 24, 2026
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:	Jackie von Treskow Senior Program Manager, San Francisco Arts Commission 401 Van Ness Avenue, Suite 325, San Francisco, CA 94102 Phone: (415) 819-1055 Email: jackie.vontreskow@sfgov.org
Pre-Proposal Conference Details	Pre-Proposal Conference: A non-mandatory pre-proposal conference will be held on Friday, May 15, 2026, at 10:00 a.m. PST via Microsoft Teams. The pre-proposal conference is an opportunity for prospective Proposers to ask questions about the Solicitation, the scope of work, and the technical

	<p>requirements prior to the written questions deadline. Attendance is strongly encouraged.</p> <p>Registration: Registration is required to attend the pre-proposal conference and to receive the artwork image file for Material Sample production. To register, email Jackie von Treskow at jackie.vontreskow@sfgov.org with the following information: firm name, primary contact name and title, email address, phone number, and country or location of operations. SFAC will use registered contact information to distribute the artwork image file, pre-proposal conference connection details, and any addenda issued during the bid period. Proposers are encouraged to register as early as possible to allow maximum time for Material Sample production.</p> <p>Connection Details:</p> <p>Date: Friday, May 15, 2026, 10:00 a.m. PST Format: Microsoft Teams (teleconference only)</p> <p>Join: https://teams.microsoft.com/meet/234372439773322?p=wLZpmZsjUsscPEily</p> <p>Meeting ID: 234 372 439 773 322 Passcode: hg3jG6a2</p> <p>Dial in by phone: +1 415-906-4659,,664582301# (United States, San Francisco) Phone conference ID: 664 582 301#</p> <p>Questions raised at the pre-proposal conference will be summarized and issued as an addendum to all registered Proposers. Responses to questions raised at the pre-proposal conference do not constitute a formal amendment to this Solicitation unless issued as a written addendum.</p>
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SUBMISSION SUMMARY		
Document	Due Date	Submission Format
Proposed Changes to City Contract Terms, if any (Attachment 1)	Friday, May 22, 2026, 5:00 p.m. PST	PDF via email to jackie.vontreskow@sfgov.org
Written Proposal	Friday, June 19, 2026, 5:00 p.m. PST	PDF via email to jackie.vontreskow@sfgov.org
Price Proposal	Friday, June 19, 2026, 5:00 p.m. PST	PDF via email to jackie.vontreskow@sfgov.org
Material Sample	Friday, July 3, 2026, 5:00 p.m. PST	Physical delivery to SFAC, 401 Van Ness Avenue, Suite 325, San Francisco, CA 94102

Attachments

Attachment 1: City's Contract Terms (P-606 Professional Services Agreement)

Attachment 2: HCAO and MCO Declaration Forms

Attachment 3: First Source Hiring Form

Attachment 4: Artwork Glass Fabrication Specification

Attachment 5: Artwork Glass Panel Drawings (GLS Bid Set)

Attachment 6: Reference Documents (provided for reference only; do not govern this contract): Artwork Glass Installation Specification; Artwork Support Structure Drawings (ART Bid Set)

Attachment 7: Artwork Design Renderings

MANDATORY MINIMUM QUALIFICATION DOCUMENTATION

Proposers must submit with their proposal documents in support of each Minimum Qualification (MQ) listed below. A proposal that fails to provide the following documentation will not be eligible for further consideration.

MQ #	Description
MQ 1	Proposer's proposed changes to Attachment 1, City's Contract Terms, by the Written Questions Due Date. If no changes are proposed, Proposer must submit a written statement confirming acceptance of the City's Contract Terms.
MQ 2	Completed Written Proposal addressing all required sections per Section VII
MQ 3	Completed Price Proposal per Section VIII

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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 San Francisco Arts Commission (hereinafter "SFAC" or "City"). SFAC is seeking qualified fabricators ("Proposers") to provide proposals ("Proposal") for the fabrication and delivery of artist-designed architectural glass panels for *Those Who Carry Water*, a permanent public artwork by Walter Kitundu at the San Francisco Water Department campus at 2000 Marin Street, San Francisco, CA 94124. This is a formal solicitation for Professional Services. The anticipated contract amount exceeds the Minimum Competitive Amount established under Chapter 14B of the San Francisco Administrative Code for Professional Services and is therefore being conducted as a public, competitive procurement.

The fabricator selected through this Solicitation will enter into a contract directly with the City and County of San Francisco, administered by SFAC. Payment will be made in accordance with a milestone-based payment schedule set forth in the contract appendices.

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 an Evaluation Panel consisting of parties with expertise in fine arts project management, architectural glass fabrication, and public art. The Evaluation Panel will include the project artist, the project structural engineer, and representatives from the SFAC Civic Art Collection and/or independent subject matter experts as determined appropriate by SFAC. SFAC Public Art Program staff who participated in the development of this Solicitation will participate in the evaluation process in a non-scoring advisory capacity only.

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 two (2) years. The City at its sole, absolute discretion, shall have the option to extend the term for one (1) additional year for a total of three (3) years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have an anticipated not to exceed ("NTE") amount of \$2,000,000 for the initial term. This amount is based on the City's estimated spend over the advertised initial contract term. Should the City's actual spend exceed its estimated spend for the initial term, the City may in its sole discretion increase the contract NTE for the initial term. Should the City exercise its option to extend the contract beyond the initial term, the City may also elect to increase the NTE proportionally.

D. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth in the cover page table above. All 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.

The Pre-Proposal Conference will be held via Zoom at the time specified in the schedule above. Proposers are urged to join on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation. Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by a written Addendum. It is the responsibility of the Proposer to check for any Addendum or other published pertinent information.

E. Contract Terms and Negotiations

The successful Proposer 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, Proposer shall include a revised copy of City's Contract Terms with its Proposal.** 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

SFAC is seeking proposals from qualified fabricators to provide the fabrication and delivery of artist-designed architectural glass panels for *Those Who Carry Water*, a permanent public artwork by Walter Kitundu at the San Francisco Water Department campus at 2000 Marin Street, San Francisco, CA 94124, in accordance with Appendix A, Scope of Work, to City's Contract Terms (Attachment 1).

The artwork consists of approximately 16,552 square feet of digitally printed enamel-on-glass panels across the north, west, and south façades of the SFWD employee parking garage. Complete artwork documentation, including fabrication drawings and technical performance specifications is provided as Attachments 4, 5, and 6. Design renderings illustrating the approved artwork design are provided in Attachment 7 for reference. These renderings are intended to give Proposers a visual understanding of the artwork's scale, color range, and complexity. They do not supersede the technical documentation provided in Attachments 4 and 5. Proposers must review all artwork documentation thoroughly prior to submitting a proposal.

B. 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. Proposers are encouraged to identify environmentally preferable materials, processes, and packaging where consistent with the artwork's technical performance specifications. 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.

C. Freight on Board and Shipping Costs

All goods shall be shipped Freight on Board (FOB) Destination to a location within the City and County of San Francisco as designated by SFAC. All freight, shipping, handling, packaging, and delivery costs shall be included in the Proposer's Price Proposal and shall be the sole responsibility of the Proposer until the goods are received and accepted by SFAC at the designated delivery location. Risk of loss or damage during transit shall remain with the Proposer until delivery is complete and accepted. Pursuant to California Revenue and Taxation Code Section 6365, sales of artwork to cities and counties are exempt from California sales tax. Proposed prices shall be exclusive of sales tax

III. SCOPE OF WORK

A. Overview

The scope of this contract is the fabrication and delivery of all artwork glass panels for *Those Who Carry Water*. Installation is not included in this scope and will be performed by the General Contractor's glazing subcontractor under a separate contract. The fabricator's primary deliverables are:

1. Fabrication of all artwork glass panels per the approved artwork design files, shop drawings, and technical performance specifications, following issuance of a Notice to Proceed (NTP) for full production by SFAC.
2. Production of up to three (3) production material samples for review and approval by SFAC and the artist, and presentation to the San Francisco Arts Commission, prior to issuance of NTP for production of mock-up panels.
3. Fabrication and delivery of a minimum of four (4) full-scale field mock-up panels for installation on the actual glass support structure and review and approval by SFAC, the artist, and the structural engineer, prior to issuance of NTP for full production.
4. Packaging and phased delivery of all fabricated panels and components to a designated location within the City and County of San Francisco, coordinated with the General Contractor's installation schedule.
5. Ongoing coordination with SFAC, the artist, the structural engineer, and the General Contractor's glazing installer throughout the fabrication and delivery process, including response to RFIs and participation in coordination meetings.
6. Availability for consultation during installation and for a period of 12 months following final delivery.
7. Provision of a complete conservation documentation package, including all production files, color profiles, material specifications, reference samples, and re-fabrication files, as a condition of final payment.

The Scope of Work above and detailed below is intended as a general guide to the anticipated requirements of this contract and is not a complete list of all work necessary to complete the project. Proposers are encouraged to identify any additional tasks they anticipate may be necessary. Where a Proposer believes that a specific requirement as described does not apply to their proposed approach or can be addressed more effectively through an alternative method, they are encouraged to note this in their Written Proposal and explain their reasoning. SFAC values transparency and welcomes honest, experience-based input from qualified fabricators.

B. Detailed Scope

1. Pre-Fabrication

- **Artwork Documentation Reference:** Review all artwork documentation provided in Attachments 4, 5, and 6, including fabrication drawings, final design images, and technical performance specifications, prior to the first pre-fabrication coordination meeting. Proposers are strongly encouraged to review Attachments 4, 5, and 6 thoroughly before submitting a Proposal.
- **Field Verified Dimensions:** Prior to preparing shop drawings, review and confirm receipt of the General Contractor's field-verified dimensions for the glass support structure, including steel armature elevations, point-fixing centerline locations, and slab edge offsets. Identify any dimensional conflicts or discrepancies and notify SFAC in writing within five (5) business days of receipt. Fabricator shall not commence shop drawing preparation until field-verified dimensions have been received and confirmed.
- **General Contractor's Shop Drawing Compatibility:** Review the General Contractor's shop drawings for the glass support structure and point-fixing hardware for compatibility with the proposed glass fabrication approach, per the requirements set forth in the technical performance specifications in Attachment 4. Provide written confirmation of compatibility to SFAC, or identify conflicts for resolution, prior to commencing shop drawing preparation.
- **Design File Handoff:** Coordinate with SFAC and the artist on the formal handoff of print-ready artwork design files. Confirm file format, color profile, resolution, and print orientation (interior-facing surface of the outer glass lite) at or before the first pre-fabrication coordination meeting. Fabricator shall acknowledge receipt of final approved design files in writing to SFAC.
- **Pre-Fabrication Coordination Meetings:** Attend pre-fabrication coordination meetings with SFAC, the artist, the structural engineer, and the General Contractor's glazing installer as required prior to commencing fabrication. A minimum of two (2) pre-fabrication coordination meetings are anticipated: one early meeting to review artwork documentation, confirm fabrication approach, align on shop drawing requirements, and confirm receipt of field-verified dimensions; and one meeting following shop drawing approval and mock-up review to confirm readiness for full production. A third coordination meeting may be required at SFAC's discretion. All pre-fabrication meetings may be held in person or via videoconference.
- **Production Schedule:** Submit a preliminary production schedule to SFAC at or before the first pre-fabrication coordination meeting. The schedule shall include, at minimum: shop drawing preparation and submission, material sample production and submission, mock-up fabrication and review, full production start and completion, packaging, and delivery. The schedule shall be updated and resubmitted following mock-up approval and again if any material changes occur during production.

- **Fabrication Shop Drawings:** Submit shop drawings for all glass panels to SFAC, the artist, and the structural engineer for review and approval prior to fabrication, per the submittal requirements set forth in Attachment 4 and as shown in Attachment 5. Shop drawings shall not be used for fabrication until written approval has been received from SFAC.
- **Production Material Samples:** Prior to the issuance of a Notice to Proceed (NTP) for full production, submit production material samples to SFAC and the artist for review and approval. A minimum of three (3) production samples are required. Sample areas shall be selected by SFAC in consultation with the artist to represent the range of color, opacity, and detail present across the artwork design. Each sample shall be no larger than 24" × 24". SFAC reserves the right to request up to two (2) additional samples at its discretion, for example, if initial samples do not adequately demonstrate conformance with the approved design, or if the artwork's color and imagery variation requires sampling from additional areas. The fabricator shall include the cost of up to five (5) production samples total in the Price Proposal.

Production samples are distinct from the proposal material sample submitted with the Proposer's bid and shall be fabricated using the final approved glass specification, enamel ink set, print process, and kiln-firing parameters that will be used for full production. Production samples will be presented to the San Francisco Arts Commission for approval prior to issuance of NTP for full production. Fabricator shall not commence full production until written NTP has been received from SFAC.

2. Full-Scale Mock-up

- **Fabrication and Delivery of Mock-up Panels:** Fabricate a minimum of four (4) full-scale panels as directed by SFAC for use as a field installation mock-up prior to full production. Panel type, size, and façade location shall be selected by SFAC in consultation with the artist and the General Contractor's glazing installer. Mock-up panels shall be fabricated to the full approved production specification per Attachment 4 and as shown in Attachment 5, and shall be packaged and delivered to the project site in advance of the remaining production run. Mock-up panels will be installed on the actual glass support structure by the General Contractor's glazing installer and reviewed in place by SFAC, the artist, and the structural engineer prior to issuance of NTP for full production. Assuming the mock-up panels are approved, they shall remain in place as part of the final artwork installation. If revisions are required, the fabricator shall produce replacement panels at no additional cost to the City, and the rejected panels shall be returned to the fabricator or disposed of as directed by SFAC.
- **Technical Evaluation Criteria:** The field mock-up shall be evaluated against the technical requirements set forth in Attachment 4.
- **Delivery Coordination and Advance Notice:** The fabricator shall coordinate with SFAC and the General Contractor on the scheduling and logistics of mock-up panel delivery to ensure alignment with the General Contractor's installation schedule and site access requirements. Advance notice of no less than 30 days prior to mock-up delivery shall be provided to SFAC and the General Contractor.

- **Review and Approval:** The artwork structural engineer shall observe the installed mock-up panels for conformance with point-fixing specifications and installation tolerances. SFAC and the artist shall review the mock-up panels in place for design fidelity, color accuracy, and visual quality. Written approval from SFAC is required prior to issuance of NTP for full production.
- **Replacement Panels:** If the mock-up panels do not meet the approved specifications or do not satisfy SFAC and the artist upon field review, the fabricator shall produce replacement panels at no additional cost to the City. SFAC reserves the right to require up to one (1) additional round of mock-up panels before issuance of NTP. The schedule and logistics for replacement panel delivery shall be coordinated with SFAC and the General Contractor.
- **Costs:** The cost of all mock-up panels, including any required replacement panels, packaging, and delivery, shall be included in the fabricator's Price Proposa

3. Fabrication

- **Notice to Proceed:** Fabrication shall not commence until written NTP has been received from SFAC following approval of the field mock-up. All artwork glass panels shall be fabricated in strict accordance with the approved artwork design files, shop drawings, and technical performance specifications in Attachments 4 and 5.
- **Approved Specifications:** All panels shall be fabricated to the approved production specification without deviation unless written approval for any change is obtained from SFAC prior to implementation
- **Re-Fabrication Commitment:** The fabricator shall commit to a re-fabrication capability for any individual panel damaged during installation or within the warranty period. Re-fabrication shall be completed within [90] days of written notice from SFAC, using the retained production files and the same or approved equivalent materials and processes. The fabricator shall provide a unit re-fabrication price per panel type in the Price Proposal, which shall remain valid for a period of [three (3) years] from the date of final delivery. SFAC reserves the right to exercise this re-fabrication commitment at the stated price during that period
- **Batch Consistency:** The fabricator shall maintain color and material consistency across the entire production run in accordance with the requirements of Attachment 4. Any proposed deviation shall be submitted to SFAC in writing for approval prior to implementation.
- **Materials Documentation:** Submit all required materials and process documentation to SFAC for review prior to and during production, per the submittal requirements set forth in Attachment 4.
- **Production Inspections:** Notify SFAC of all key production milestones in accordance with the approved production schedule. SFAC and/or the artist may conduct production inspections at the fabricator's facility at key milestones during the production run, including but not limited to approximately 50% and 90% completion. The timing, format, and frequency of inspections shall be confirmed with the fabricator following award and in coordination with the

approved production schedule. The fabricator shall provide advance notice of no less than 21 days prior to each agreed inspection date and shall ensure that panels and production records are accessible for review. SFAC reserves the right to conduct inspections remotely or in person at its discretion. Travel and expenses for SFAC and artist inspection visits shall be borne by SFAC.

- **Glass Structural Testing:** Prior to commencing full production, the fabricator shall conduct structural performance testing of a minimum of three (3) G6 panels to failure in accordance with the testing requirements set forth in Attachment 4, Section 2.04, including the requirement that test results confirm minimum glass strength as specified in Attachment 4, Section 2.02.F, prior to failure. Test reports shall be submitted to SFAC and the structural engineer of record for review and approval prior to issuance of NTP for full production. The fabricator shall include the cost of all required structural testing in the Price Proposal. Prior test data from comparable assemblies may be submitted for informational purposes but does not substitute for the testing required under Attachment 4.

4. Quality Control

- **Quality Control Plan:** Prior to commencing production, submit a Quality Control Plan to SFAC for review and approval. The QC Plan shall address, at minimum, the requirements set forth in Attachment 4, as well as the fabricator's process for documenting and reporting non-conforming panels to SFAC.
- **Quality Control Log:** Maintain a quality control log throughout production per the requirements of Attachment 4. The quality control log shall be made available to SFAC upon request and submitted as part of the closeout documentation package.
- **Non-Conforming Panels:** Any panel that does not conform to the approved specifications, production samples, or field mock-up shall be documented in the quality control log and reported to SFAC in writing within five (5) business days of identification. Non-conforming panels shall not be packed or delivered without prior written authorization from SFAC. The fabricator shall re-fabricate any non-conforming panel at no additional cost to the City.
- **Pre-Packing Certification:** At the conclusion of production and prior to packing, the fabricator shall conduct a final panel-by-panel inspection and certify in writing to SFAC that all panels conform to the approved specifications, shop drawings, and panel schedule. This certification shall be submitted to SFAC no less than seven (7) business days prior to the scheduled packing date and is a condition of SFAC's authorization to proceed with packing and delivery.

5. Packaging and Delivery

- **Packaging and Crating:** Package all fabricated panels in protective crating designed for the safe transport, handling, and site storage of laminated architectural glass. The fabricator shall submit a crating and packaging plan to SFAC for review prior to packing, per the requirements of Attachment 4.
- **Crate Labeling:** Each crate shall be clearly labeled on the exterior with: the project name; the fabricator's name and contact information; the panel identification numbers contained within, keyed to the panel schedule; the total

number of panels in the crate; handling instructions; and the crate weight and dimensions.

- **Delivery Coordination:** Coordinate delivery logistics with SFAC and the General Contractor's glazing installer no less than 30 days prior to each scheduled delivery. Delivery shall be made to a location within the City and County of San Francisco designated by SFAC and the General Contractor. The fabricator shall confirm the delivery schedule, access requirements, and unloading method with the General Contractor prior to each delivery.
- **Phased Delivery:** Delivery shall be staged in coordination with the General Contractor's installation schedule. SFAC reserves the right to request phased delivery of panels by façade or section to align with site readiness and installation sequencing. The fabricator shall accommodate reasonable phased delivery requests without additional cost to the City, provided SFAC gives no less than [30] days advance notice of any change to the agreed delivery schedule.
- **Delivery Inspection:** Upon delivery, SFAC and the General Contractor's glazing installer shall conduct a preliminary visual inspection of all crates and outer packaging within 24 hours of arrival at the designated delivery location. The purpose of this preliminary inspection is to document any visible transit damage to crating or packaging while the shipment is fresh. This preliminary inspection does not constitute written acceptance of the delivered panels and does not transfer risk of loss or damage from the fabricator to the City. Following uncrating, SFAC and the General Contractor's glazing installer shall conduct a detailed panel-by-panel inspection within five (5) business days of delivery to identify any damage not apparent from outer packaging inspection. The fabricator's insurance shall cover any damage or defects identified at either inspection stage that are attributable to fabrication, packing, or transit. The fabricator shall be notified in writing of any damage identified and shall propose a remedy, including re-fabrication if required, within [10] business days of notification.
- **Risk Transfer:** Risk of loss or damage to panels shall remain with the fabricator until the detailed panel-by-panel inspection is complete and SFAC has provided written acceptance of the delivered panels. Neither the preliminary visual inspection of crating and outer packaging nor the act of uncrating shall constitute written acceptance. Transfer of risk shall be documented in writing by SFAC at the time of each delivery acceptance, following completion of the detailed panel inspection.

6. Documentation, Close-out, and Conservation Materials

Conservation Documentation Package: A complete conservation documentation package is a mandatory deliverable under this contract and a condition of final payment. SFAC must be able to reproduce any individual panel in kind at any future date in the event of damage, loss, or deterioration. The conservation documentation requirements below supplement the closeout submittals required under Attachment 4. In the event of any conflict, the requirements below shall govern. The fabricator shall assemble and deliver the full conservation documentation package to SFAC at project closeout, organized by panel type and façade location, in both digital and hard copy formats as directed by SFAC. All digital files shall be delivered on an external hard drive or USB drive, formatted and organized per SFAC's instructions, in addition to any other delivery

format required by SFAC.

The conservation documentation package shall include the following:

- **Production files:** Final print-ready artwork files in native format (AI, PSD, or equivalent) at full production resolution, color-managed and profiled to the specific enamel ink set and glass substrate used. Files shall be organized by panel identification number and keyed to the panel schedule.
- **Color profiles and targets:** ICC color profiles for the enamel ink and glass substrate combination used in production; spectrophotometric color target data (L*a*b* or equivalent) for each significant color in the artwork, measured from the approved production samples and/or field mock-up panels, sufficient to match future panels to the original even if the ink set, printer, or glass source changes.
- **Panel layout files:** Files showing exact print boundaries, margins, point-hole locations and edge distances, and any masking or edge treatment, organized by panel type and keyed to the panel schedule.
- **Glass and materials specifications:** Manufacturer, product name, composition, thickness, and heat treatment for all glass used in production; interlayer manufacturer, grade, and thickness; enamel ink manufacturer, product codes, and color formulation records.
- **Certificates of conformance:** Signed certificates of conformance from the glass and interlayer manufacturers for all materials used in production.
- **Kiln firing records:** Complete time/temperature curves for all production runs, organized by batch and cross-referenced to the panel schedule.
- **Quality control log:** The complete quality control log maintained during production, including inspection records for each panel and documentation of any non-conforming panels and their disposition.
- **Test reports:** Results of any weathering, abrasion resistance, adhesion, impact resistance, or other performance tests conducted on production materials or completed panels.
- **Reference samples:** A minimum of one (1) fired enamel-on-glass color reference tile per significant color in the artwork, produced from the same ink set and glass substrate used in production and fired under the same kiln parameters, to be retained by SFAC for future color matching. Reference samples shall be labeled with the color name or reference number, ink formulation, glass specification, and kiln parameters. The fabricator shall also provide complete printer specifications, including make, model, print head configuration, and any relevant firmware or software version used in production, to ensure future reproductions can be accurately matched even if printing equipment changes.
- **Panel schedule:** A complete panel schedule identifying each panel by a unique reference number, panel type, dimensions, façade location, production batch, and delivery crate number.
- **Re-fabrication files:** All production-ready files, color profiles, kiln-firing parameters, and material specifications for each individual panel, retained and organized in a format sufficient to allow any panel to be re-fabricated in kind at

any future date. Retention and delivery of re-fabrication files is a condition of final payment and shall be confirmed in writing to SFAC at project closeout.

- **Handling, storage, and cleaning guidance:** Written documentation describing safe handling, storage, and cleaning procedures for the artwork glass panels, consistent with the requirements of Attachment 4, for use by the General Contractor's glazing installer, SFAC, and future collections staff
- **Warranty documentation:** All manufacturer warranties for glass, interlayer, and enamel materials, together with the fabricator's warranty as specified in the contract.

The fabricator shall be available for consultation with SFAC, the artist, the General Contractor's glazing installer, and SFAC collections staff during installation and for a period of 12 months following final delivery, as reasonably requested by SFAC, to support installation troubleshooting, panel identification, and any re-fabrication needs arising during the installation and warranty period.

Final payment shall not be released until SFAC has confirmed in writing that the complete conservation documentation package has been received, reviewed, and accepted.

IV. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. CMD Compliance Officer

A Contract Compliance Officer (CCO) will be assigned to this contract by the Contract Monitoring Division (CMD) following award. Until a CCO is assigned, all CMD-related questions regarding this Solicitation should be directed to:

Contract Monitoring Division
 1455 Market Street, Suite 16A
 San Francisco, CA 94103
 Phone: 415-554-0630
 Email cmd.info@sfgov.org

B. 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 \$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>

2. LBE Joint Ventures (Professional Services Only)

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
Greater than \$20,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40% LBE prime level share of overall Prime scope	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100% (all firms are LBEs)	10%
<p>If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.</p>		

C. 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.

V. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Written Proposal: Firm and Team Qualifications	25 Points
Written Proposal: Project Approach and Schedule	20 Points
Written Proposal: Understanding of Artwork	10 Points
Price Proposal	20 Points
Material Sample	20 Points
Proposer's Acceptance of City's Contract Terms	5 Points
TOTAL	100 Points

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

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as "MQ1", MQ2", etc.... to indicate which MQ it supports. Each Proposal will be reviewed for initial

determination on whether Proposer meets the MQs referenced in this section. **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	Proposer's proposed changes to Attachment 1, City's Contract Terms, by the Written Questions Due Date. If no changes are proposed, Proposer must submit a written statement confirming acceptance of the City's Contract Terms.
MQ 2	Completed Written Proposal addressing all required sections per Section VII
MQ 3	Completed Price Proposal per Section VIII

VII. WRITTEN PROPOSAL (55 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.

A. Firm and Team Qualifications (25 Points)

1. Name, address, and contact information for a designated project contact person.
2. A brief description of your firm, including size, structure, and relevant specializations.
3. Description of not more than three (3) projects completed within the last ten (10) years that are comparable in scale and complexity to this project. Comparable projects are those involving the fabrication of artist-designed architectural glass incorporating ceramic frit or enamel digitally printed imagery, intended for permanent installation in a public, civic, or institutional setting. For each project provide: client name and contact information, project scope and scale (square footage), fabrication approach, schedule, and outcome. If subconsultants are proposed, provide comparable project information for each.
4. List of key personnel, including the proposed project manager and any other individuals who will perform the work. Provide written assurance that key personnel will not be substituted without the City's prior written approval.
5. At minimum three (3) professional references from clients or project partners on comparable projects.

B. Project Approach and Schedule (20 Points)

1. Your proposed approach to the full scope of work, from pre-fabrication coordination through conservation documentation closeout.
2. How your firm will collaborate with the artist, SFAC, the structural engineer, and the General Contractor's installer to ensure design fidelity and a successful outcome.
3. A preliminary production schedule from contract execution through final delivery.
4. Your firm's current workload and capacity to complete this project within the required time frame.

C. Understanding of Artwork (10 Points)

1. How your firm approaches the fabrication of artist-designed glass where visual quality, color fidelity, and design intent are the primary considerations, not simply meeting architectural performance standards.
2. Any specific technical considerations or challenges you anticipate for this project, including the custom curved panels, interior-surface print orientation, or the scale and complexity of the panel schedule, and how you propose to address them.
3. Your experience working collaboratively with artists, conservators, and public art program staff in a public art or museum context

VIII. PRICE PROPOSAL (20 POINTS)

A. Price Proposal Format and Allocation of Points

The Price Proposal is worth up to 20 points. In addition to submitting documents supporting each Minimum Qualification, The Price Proposal must include the following line items. Proposers must provide a per-square-foot unit rate for each façade as well as a façade subtotal to allow for clear cost comparison and potential scope adjustments. The Price Proposal must also include a proposed milestone-based payment schedule tied to the deliverables identified herein.

Pre-Production

- Pre-fabrication coordination, including attendance at pre-fabrication coordination meetings (minimum two, up to three), design file handoff, field dimension verification review, and shop drawing preparation
- Production material samples (up to five, as directed by SFAC): fabrication, delivery to SFAC, and any re-fabrication required prior to approval
- Glass structural testing: structural performance testing of a minimum of three (3) G6 panels to failure per the requirements of Attachment 4, including all associated costs (panels, hardware, testing laboratory, and reporting).

Field Mock-Up

- Field mock-up: early packaging, crating, and delivery of minimum four (4) production panels selected for field mock-up installation prior to full production NTP. Note: mock-up panels are priced within the applicable façade fabrication line(s) below; this line captures incremental early delivery logistics only
- Field mock-up replacement panels, if required (per panel unit price, by panel type)

Fabrication

- Fabrication: North Façade (~4,618 sf, less curved panels): unit rate (\$/sf) and facade subtotal
- Fabrication: North Façade, custom curved-cut panels: unit price per panel and subtotal
- Fabrication: West Façade, standard rectangular panels (~7,904 sf less curved panels): unit rate (\$/sf) and façade subtotal
- Fabrication: West Façade, custom curved-cut panels (bioretention planter area): unit price per panel and subtotal
- Fabrication: South Façade (~4,030 sf): unit rate (\$/sf) and façade subtotal
- **Fabrication subtotal (all façades)**

Re-Fabrication Commitment

- Unit re-fabrication price per panel type (to remain valid for three years from date of final delivery): list by panel type and size. Note: this is a unit price commitment for future use, not a cost included in the contract total

Quality Control

- Quality control program, including QC Plan preparation, production inspections per SFAC's direction, panel-by-panel pre-packing inspection, and quality control log

Packaging and Delivery

- Packaging, crating, and phased delivery of all panels to designated location(s) within the City and County of San Francisco, including crating plan preparation and coordination with General Contractor's installation schedule

Coordination During Installation

- Participation in coordination meetings with SFAC and General Contractor's glazing installer during installation phase; response to RFIs from General Contractor's glazing installer through completion of installation

Post-Delivery Consultation

- Availability for consultation with SFAC, the artist, the General Contractor's glazing installer, and SFAC collections staff for 12 months following final delivery

Closeout

- Conservation documentation package, including all production files, color profiles, printer specifications, material specifications, kiln firing records, QC log, test reports, reference samples, re-fabrication files, panel schedule, and handling/storage/cleaning guidance
- All manufacturer warranties for glass, interlayer, and enamel materials, together with the fabricator's warranty, as specified in Section 1.11 of Attachment 4. Warranty terms include, at minimum: a 12-year warranty for laminated glass covering delamination; a 5-year warranty for tempered glass covering spontaneous breakage due to nickel sulfide inclusions; and a 12-year warranty for coated glass covering peeling, cracking, color fade, and enamel failure. Warranty periods commence at Substantial Completion and transfer of ownership to the City and County of San Francisco.

Contingency

- Contingency allowance, if any (identify separately and describe basis)

TOTAL PROPOSED CONTRACT PRICE

The lowest responsive Price Proposal will receive the maximum points allocated to the Price Proposal. Points for other Proposers will be calculated as follows:

Points Scored = (Lowest Responsive Price Proposal) ÷ (Proposer's Price Proposal) × Maximum Price Proposal Points [20]

Price Proposals will not be opened or evaluated until after the Written Proposals and Material Samples have been scored. Pursuant to California Revenue and Taxation Code Section 6365, this contract is

exempt from California sales tax. Proposed prices must not include sales tax. The re-fabrication unit prices listed in the Price Proposal will not be included in the total proposed contract price for evaluation purposes. Proposer must provide the City with pricing that is equal to or better than the best pricing offered to any other customer for comparable work.

B. Price Proposal Evaluation Period

The City will attempt to evaluate Price Proposals within one hundred eighty (180) days after receipt of Proposals. If the 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)

Single Aggregate: This Solicitation will result in the evaluation and award of one Aggregate consisting of one or more lines on the Price Proposal Template. The proposed price for the Aggregate shall equal the total cost of all line items within that Aggregate and shall be evaluated against other Price Proposals, after being reduced by any applicable LBE discounts, Local Tax discounts and/or Prompt Payment discounts. Proposed prices shall be exclusive of sales tax.

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 Discount. 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.

F. Application of Prompt Payment Discounts to Price Proposal

Prompt Payment discount (discount for prompt payment) will not be taken into consideration in determining the Lowest Responsive Proposal.

G. Sample Discount Calculation

Evaluations are performed on a pre-tax basis except in rare instances, where tax may be a factor (i.e. One vendor bundles the commodities and services in such a way that the entire amount must be taxed, while another vendor clearly separates commodities and services). Below is an example of how bid discounts and/or rating bonuses are applied to a Price Proposal for commodities and services.

<p>ABC Firm Price Proposal Attributes</p> <ul style="list-style-type: none"> • Is a Certified Micro LBE • Has an SF Presence as defined by Admin Code 21.32 • Is offering 4%/30 Net31 Prompt Payment Discount 	<p>Offered Price Proposal (Pre-Tax)</p>	<p>14B LBE Bid Discount (10%)</p>	<p>Prompt Payment Terms Discount (2% Max)</p>	<p>Evaluated Price when determining Lowest Responsive Proposed Price</p>
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Commodities	\$2,000	(\$200)	(\$40)	\$1,735
Services	\$1,000	(\$100)	(\$20)	\$880
Total	\$3,000	(\$300)	(\$60)	\$2,615

IX. MATERIAL SAMPLE (20 POINTS)

The material sample required with the Proposal is distinct from the production material samples required under Section III.B of this RFP. The proposal material sample is submitted as part of the competitive evaluation process to demonstrate the Proposer's fabrication capability, print quality, and color fidelity prior to award. It does not substitute for, and will not be used as, the production sample required for SFAC and Arts Commission approval prior to issuance of NTP for full production.

A. Artwork Image File

To support sample fabrication and ensure a fair, apples-to-apples comparison across all Proposers, SFAC will provide a designated artwork image file for use in the proposal material sample. This file will be made available to all registered Proposers at the time of RFP issuance. There is no need to wait for the pre-proposal conference or questions deadline.

The image file provided for the proposal sample has been designed by the artist as a composite, incorporating sections drawn from multiple areas of the artwork to represent the full range of colors, opacity levels, detail, and imagery types present in the design. This composite approach allows meaningful evaluation of each Proposer's ability to render the full complexity of the artwork within a single 24" x 24" sample. Proposers are also encouraged to review the artwork design renderings provided in Attachment 7 for additional context on the artwork's overall composition and color palette.

The file will be provided in two formats: a TIFF file for use in sample production, and a JPG for reference only. Proposers must use the TIFF file as the basis for their proposal sample. The TIFF file is provided at 72 dpi, excerpted from a full-scale 52-foot artwork. Proposers should use the file as provided without resampling, upscaling, color correcting, or otherwise optimizing the image. The resolution is intentional and reflects the scale relationship of the excerpted section to the full artwork. Samples produced from the JPG, from different imagery, or from a modified version of the provided file will not be accepted for evaluation purposes.

To register and receive the file, contact Jackie von Treskow, Senior Program Manager at jackie.vontreskow@sfgov.org. Please include your firm name, primary contact name and title, email address, phone number, and country or location of operations. This registration is managed directly by SFAC and is separate from City Supplier Portal registration, which is not required prior to submitting a Proposal. Upon receipt of a complete registration request, SFAC will provide the image file via a secure download link within two (2) business days. SFAC will also use registered contact information to distribute any addenda or updates issued during the bid period. Proposers are encouraged to register as early as possible to allow maximum time for Material Sample production.

Receipt of the image file does not substitute for a thorough review of the full artwork documentation provided in Attachments 4, 5, and 6.

B. Sample Requirements

- **Size:** 24" × 24"
- **Glass and laminate specification:** The sample must be fabricated using the same glass type, interlayer, and lamination process proposed for the artwork, per the technical performance specifications in Attachment 4.
- **Print process:** The sample must be produced using the same enamel print process and kiln-firing method proposed for the artwork, applied to the interior-facing surface of the outer glass lite, as specified in Attachment 4.
- **Color and opacity:** The sample must demonstrate the full range of color accuracy, opacity variation, and print resolution achievable with the proposed fabrication method as applied to the provided SFAC image file. Proposers should not attempt to adjust or optimize the provided image file. The sample should represent the fabricator's honest output from the file as provided.
- **Point holes:** The sample shall include at least two (2) drilled point-holes at locations consistent with the panel type proposed, to demonstrate drilling accuracy and edge distance tolerance.

C. Sample Submission

Material samples must be received at the address below by Friday, July 3, 2026, 5:00 p.m. Samples received after this deadline will not be evaluated. Samples should be shipped with adequate protective packaging to prevent damage in transit. Damaged samples will be evaluated as received and SFAC will not be responsible for damage incurred during shipping.

San Francisco Arts Commission
Attn: Jackie von Treskow, Senior Program Manager
401 Van Ness Avenue, Suite 325
San Francisco, CA 94102

Samples will not be returned following evaluation and will be retained by SFAC. Each sample must be clearly labeled on the reverse with: the Proposer's firm name, the project name (*Those Who Carry Water* — 2000 Marin), the glass specification, the enamel ink system used, and the kiln-firing temperature and duration.

X. 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 1	Evidence that Proposer is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
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RSD 2	<p>Completed Proposal Attachments:</p> <p><input type="checkbox"/> Attachment 2: HCAO and MCO Declaration Forms</p> <p><input type="checkbox"/> Attachment 3: First Source Hiring Form</p>
RSD 3	<p>Insurance in accordance with Article 5 of Attachment 1, City's Contract Terms. Note: Given the specialized nature of this contract—including off-site fabrication of high-value artist-designed glass panels, specialty transit, phased on-site delivery, and coordination with the General Contractor's installation activities—SFAC anticipates that additional insurance endorsements beyond the standard P-606 requirements may be required. Specific endorsement requirements will be confirmed prior to issuance and incorporated into Attachment 1, City's Contract Terms.</p>
RSD 4	<p>Performance Bond: The successful Proposer will be required to furnish a performance bond on the form furnished by the City, in a sum of not less than fifty percent (50%) of the total contract amount, to guarantee the faithful performance of this contract, including timely fabrication and delivery of all artwork glass panels within the required installation window. The bond must be approved as to sufficiency and qualifications of the surety by the Controller. The bond must be renewed annually for multi-year contracts.</p>

XI. 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. 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.

XII. 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. Nondiscrimination Requirements

Proposers awarded any contract exceeding \$230,000 (the City's "Minimum Competitive Amount"), may not, during the term of the Contract discriminate in the provision benefits 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. This Equal Benefits requirement applies in any of the contractor's 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, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. Contractors must submit a declaration confirming that the business complies with the Equal Benefits law. The declaration is available via SF City Partner Supplier Portal. *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.* For more information, visit the [Contract Monitoring Division \(CMD\) website](#).

B. Health Care Accountability Ordinance (HCAO)

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121. For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor 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 Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees 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 (MCO)

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations 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. 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. *Prior to contract execution, the selected Proposer shall complete and submit the First Source Workforce Projection Form to the Office of Economic and Workforce Development (OEWD) at employer.services@sfgov.org, or register at <https://workforcelinksf.org/en/employer/>. Refer to Attachment 1, City's Contract Terms, and Attachment 3, First Source Hiring Form, for additional details.*

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.

XIII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. How to Register as a City Supplier

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

Note: Proposers are not required to register as a City Supplier prior to submitting a Proposal in response to this Solicitation. Supplier registration is required only upon selection for award and prior to contract execution. The following steps apply to Proposers who have been selected for award and are not currently registered as a City 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 the online 12B Declaration for Article 131 (Equal Benefits Program) compliance 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.
- **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, 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 submitted as PDF files. File names must identify the firm name and document type (e.g., "FirmName_WrittenProposal" and "FirmName_PriceProposal"). Proposals must be typed in a minimum 11-point font with standard margins. Handwritten submissions will not be accepted.

Written Proposal page limits: The Written Proposal shall not exceed 20 pages in total, excluding cover page, table of contents, and appendices. Each section must be clearly labeled and shall not exceed the following page limits:

- Section 1: Firm and Team Qualifications — 10 pages
- Section 2: Project Approach and Schedule — 7 pages
- Section 3: Understanding of the Artwork — 3 pages

Proposals that exceed the stated page limits may be deemed non-responsive at SFAC's discretion.

Price Proposal: No page limit. All line items must be completed as specified in Section VIII.

Material Sample: Physical submission only. No written documentation is required beyond the reverse labeling specified in Section IX.B

3. Time and Place for Submission of Proposals

Proposals must be submitted by email to the Contract Administrator, Jackie von Treskow, at jackie.vontreskow@sfgov.org, no later than Friday, June 19, 2026, at 5:00 p.m. PST. Late submissions will not be considered.

The material sample must be shipped separately and received at the address below no later than Friday, July 3, 2026, at 5:00 p.m. PST. Samples received after this deadline will not be evaluated.

San Francisco Arts Commission
Attn: Jackie von Treskow, Senior Program Manager
401 Van Ness Avenue, Suite 325
San Francisco, CA 94102

Proposers are strongly encouraged to email their Proposals as early as possible to address any technical issues that may arise. Proposers should request a confirmation of receipt from the Contract Administrator following submission. SFAC will confirm receipt of all complete Proposals by email within two (2) business days of the Proposal Due Date. Proposals for which receipt cannot be confirmed will not be evaluated.

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 Supplier Portal and Arts Commission's 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

Reserved. This contract does not involve access to City data, networks, or systems, and cybersecurity risk assessment requirements do not apply.

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 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.