

City and County of San Francisco
Sourcing Event ID 0000010098

**Formal Request for Proposals for:
As-Needed Structural Engineering Review/Academic
of Tall Buildings**

This Solicitation can be viewed on the City's Supplier Portal at: <https://sfcitypartner.sfgov.org/pages/index.aspx>



Proposal Phase	Tentative Date
Request for Proposals Issued	April 28, 2025
Written Questions and Proposed Changes to City's Contract Terms Due Date. Answers to questions will be posted online May 27, 2025	May 12, 2025
Proposal Due Date	June 16, 2025
Notice of Intent to Award	July 28, 2025
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:	Contracts Department of Building Inspection 49 South Van Ness, 5 th Floor Phone: (628) 652-3552 Email: dbi.rfp@sfgov.org

Attachments

- Attachment 1: City's Contract Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD LBE Forms
- Attachment 4: Written Proposal Template
- Attachment 5: Price Proposal Template
- Attachment 6: HCAO and MCO Declaration Forms
- Attachment 7: First Source Hiring For

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	If applicable, Proposer's proposed changes to Attachment 1, City's Contract Terms, by the Question Due Date.
MQ 2	Completed Attachment 2, Proposer Questionnaire and References.
MQ 3	Completed Attachment 3, CMD LBE Forms. Reserved. (LBE Subcontracting Requirements waived)
MQ 4	Completed Attachment 4, City's Written Proposal Template
MQ 5	Completed Attachment 5, Proposer's Price Proposal.
MQ 6	<p>Experience in Structural Engineering Review/Academic of New and Altered Tall Buildings Above 240 feet ("Tall Buildings").</p> <p>In this As-Needed Structural Engineering Review/Academic of Tall Buildings discipline, Proposers shall have demonstrated experience in the structural seismic design review of Tall Buildings constructed, or proposed to be constructed, in the states of California or Washington, utilizing non-prescriptive performance-based structural engineering design and analysis methodologies, in accordance with San Francisco Administrative Bulletins AB-082 and AB-083, PEER TBI, LATBSDC, and other related guidelines and standards.</p> <p>Proposers shall have a minimum of fifteen (15) years' experience in conducting research, both laboratory-based and numerical-based on tall building structural systems subjected to earthquake loading.</p> <p>Proposers shall have a minimum of fifteen (15) years' experience in the development and update of building codes and standards for buildings (IBC, ACI, ASCE, AISC, etc.), or development of guidelines for tall buildings (PEER TBI, LATBSDC).</p> <p>Proposers shall be full-time tenured faculty, or full-time faculty in a tenure-track position, or emeritus, at a college or university offering both undergraduate and graduate degree programs in the fields of civil, structural, and/or earthquake engineering.</p> <p>Proposers shall be registered as Civil Engineers (C.E.) in California. Additional qualified technical staff working under the responsible charge of the Proposers are not required to be registered Civil Engineers.</p>

REMINDER TO UPDATE THE TABLE OF CONTENTS BEFORE PUBLISHING. HOVER ANYWHERE OVER THE TABLE WITH YOUR MOUSE AND CLICK THE RIGHT BUTTON ON YOUR MOUSE TO BRING UP THE UPDATE MENU.

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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 City and County of San Francisco’s Department of Building Inspection (hereinafter, “DBI” or “City”). DBI is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) for as-needed structural engineering review/academic (“Reviews”) for tall buildings above 240 feet (“Tall Buildings”).

DBI shall order services covered by the awarded contract(s) through the issuance of individual 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 intends to award a contract to up to five (5) Proposers that meet the Minimum Qualifications of this Solicitation and obtain the highest-ranking scores. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to the services procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term up to five (5) years. The City at its sole, absolute discretion, shall have the option to extend the term for up to three (3) additional years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$200,000 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 services or compensation for any of the Proposers selected for contract negotiations or for the awarded Proposer(s). Unless otherwise specified herein, services will be required in quantities and requested using task orders 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. 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	April 28, 2025
Written Questions and Proposed Changes to City's Contract Terms, if any, Due Date. Answers to questions will be posted online May 27, 2025	May 12, 2025
Proposal Due Date	June 16, 2025
Notice of Intent to Award	July 28, 2025
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.

F. Contract Terms and Negotiations

The successful Proposer will be required to enter into a contract in the form attached hereto as Attachment 1, City's Contract Terms. **City's Contract Terms are not subject to negotiation by successful Proposers.** However, Proposers may identify those contract terms to which they object as part of the questions they submit by the Questions Due Date. City shall evaluate all objections and determine what, if any changes, will be incorporated into City's Contract Terms prior to the Proposal Due Date. Any such changes will be made known to all Proposers through an Addendum to this Solicitation. Failure to timely execute City's Contract Terms, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in City's Contract Terms, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

If a satisfactory contract(s) cannot be executed in a reasonable time post award, 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. SERVICES REQUESTED

A. Services Requested

DBI is seeking qualified Proposers to provide Proposals for As-Needed Structural Engineering Review/Academic of New and Altered Tall Buildings. Successful Proposers ("Review Team") will be part of a Tall Building Review Team for proposed Tall Building projects.

Members of the Review Team for each Tall Building project will be selected from one or more of the following disciplines: structural engineering review/practicing structural engineer; geotechnical engineering, seismic hazard and ground motion review; and structural engineering review/academic. The Director or staff designee will determine the scope of services and review disciplines required for each Tall Building project. Tall Building Reviews shall be performed by this Review Team and in accordance with Administrative Bulletin No. AB-083 and the City's Contract Terms (Attachment 1). Work of the Review Team supplements the normal plan review services provided by the Department.

The scope of services to be provided by a successful Proposer for any given project shall be as described in Administrative Bulletins No. AB-082 and AB-083, as applicable to the Structural Engineering Review/Academic discipline. At the discretion of the Director, and on a

case-by-case basis, the scope of services for each Proposer may also include review of other specific aspects of Tall Building design, such as wind resistance, special foundation systems, unusual and critical gravity load elements, or critical non-structural elements.

If awarded a contract, successful Proposers (referred to herein as “Contractor”) will be selected for Tall Building Reviews as follows:

- Contractor shall be selected by the Department based on the Contractor’s qualifications applicable to the project and considering Contractor’s availability relative to the project schedule.
- The Department may, at its discretion, consult with the Project Sponsor, Engineer of Record, or others before selecting the Contractor, with the final selection of the Contractor being the sole responsibility of the Department.
- Contractor shall disclose to the Department, or staff designee, in writing, any potential conflicts of interest related to the project under consideration, the desired scope of Review, or the ability of the Contractor to be independent and objective.

B. Reserved. Green Purchasing Requirements

C. Reserved. Alternates and Samples

D. Reserved. Freight on Board and Shipping Costs

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. CMD Compliance Officer

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is:

Michael Cagampan
Contract Monitoring Division
City and County of San Francisco
Tel: 650-821-7773
Email: Michael.Cagampan@sfgov.org
Website: www.sfgov.org/cmd.

B. Reserved. Application of LBE Rating Bonuses

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.

D. Reserved. CMD LBE Forms

E. Reserved. LBE Payment and Utilization Tracking

IV. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	Pass/Fail
Written Proposal	100 Points

TOTAL	100 Points
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V. 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 Question Due Date.
MQ 2	Completed Attachment 2, Proposer Questionnaire and References.
MQ 3	Completed Attachment 3, CMD LBE Forms. Reserved. (LBE Subcontracting Requirements waived)
MQ 4	Completed Attachment 4, Proposer’s Written Proposal.
MQ 5	Completed Attachment 5, Proposer’s Price Proposal.
MQ 6	<p>Experience in Structural Engineering Review/Academic of New and Altered Tall Buildings Above 240 feet (“Tall Buildings”).</p> <p>In this As-Needed Structural Engineering Review/Academic of Tall Buildings discipline, Proposers shall have demonstrated experience in the structural seismic design review of Tall Buildings constructed, or proposed to be constructed, in the states of California or Washington, utilizing non-prescriptive performance-based structural engineering design and analysis methodologies, in accordance with San Francisco Administrative Bulletins AB-082 and AB-083, PEER TBI, LATBSDC, and other related guidelines and standards.</p> <p>Proposers shall have a minimum of fifteen (15) years’ experience in conducting research, both laboratory-based and numerical-based on tall building structural systems subjected to earthquake loading.</p> <p>Proposers shall have a minimum of fifteen (15) years’ experience in the development and update of building codes and standards for buildings (IBC, ACI, ASCE, AISC, etc.), or development of guidelines for tall buildings (PEER TBI, LATBSDC).</p> <p>Proposers shall be full-time tenured faculty, or full-time faculty in a tenure-track position, or emeritus, at a college or university offering both undergraduate and graduate degree programs in the fields of civil, structural, and/or earthquake engineering.</p>

	Proposers shall be registered as Civil Engineers (C.E.) in California. Additional qualified technical staff working under the responsible charge of the Proposers are not required to be registered Civil Engineers.
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VI. WRITTEN PROPOSAL (100 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth in **Attachment 4, Written Proposal Template**.

VII. PRICE PROPOSAL Pass/Fail

A. Price Proposal Format and Allocation of Points

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Price Proposal consisting of each item in **Attachment 5, Price Proposal Template**.

B. Application of Discounts for Evaluating Lowest Responsive Proposer

1. **Reserved. Application of LBE Bid Discount to Price Proposal**
2. **Reserved. 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.

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

VIII. RESERVED. ORAL INTERVIEWS

IX. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION

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

RSD #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.
RSD #2	Completed Proposal Attachments: Attach with Proposal <input type="checkbox"/> Attachment 6: HCAO and MCO Declaration Forms <input type="checkbox"/> Attachment 7: First Source Hiring Form
RSD #3	Insurance in accordance with Article 5 of Attachment 1, City’s Contract Terms.

X. FAILURE TO PROVIDE INSURANCE AND/OR BONDS

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to

furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

XI. CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social and Economic Policy Requirements"). These Social and Economic Policy Requirements can be found in Attachment 1, City's Contract Terms, which Proposers are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

A. Nondiscrimination Requirements

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 San Francisco Labor and Employment Code Articles 131 and 132. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

B. Reserved. Payment of Prevailing Wages

C. 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.*

D. 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.*

E. First Source Hiring Program

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

F. Reserved. Sweatfree Procurement

G. Non-Profit Entities

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

H. Other Social Policy Provisions

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

XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. How to Register as a City Supplier

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

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

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

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit 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 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 upload their complete Proposals into the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>. 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.

Proposers are encouraged to upload their Proposals to the SF Supplier Portal as early as possible to address any technical issues that may arise during the submission process. In the event a Proposer is unable to upload its complete Proposal into the SF Supplier Portal, Proposer must email its Proposal to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Proposal submission deadline and request confirmation of receipt. Proposer must include in its email: (a) documentation (e.g. screenshots) verifying its inability to upload its Proposal into the SF Supplier Portal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

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

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

D. Public Disclosure

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

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

E. Limitation on Communications During Solicitation

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

F. Proposal Selection Shall not Imply Acceptance

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

G. Cybersecurity Risk Assessment

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

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

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

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

H. Solicitation Errors and Omissions

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

I. Objections to Solicitation Terms

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

J. Protest Procedures

1. Protest of Non-Responsiveness Determination

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

2. Protest of Non-Responsible Determination

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

3. Protest of Contract Award

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

4. Delivery of Protests

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

K. Proposal Term

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

L. Revision to Proposal

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

M. Proposal Errors and Omissions

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

N. Financial Responsibility

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

O. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

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

P. Reservations of Rights by the City

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

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

Q. No Waiver

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

R. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
- c. Delivery time(s).

2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

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

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