

City and County of San Francisco

Formal Request for Proposals for:

Mosaic and Ceramic Tile Installers who will install the City’s Public Art Program tile-based Art Enrichment Projects under the jurisdiction of the San Francisco Arts Commission (Arts Commission). The Arts Commission is looking for qualified mosaic and ceramic tile installers (licensed contractors) with experience and expertise in the installation of mosaic and ceramic tile, with the intent of identifying firms able to perform a variety of tile installation techniques for the completion of new art commissions entering the City’s art collection.

Sourcing Event ID 0000011885

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

San Francisco Arts Commission website: <https://www.sf.gov/request-for-proposals-mosaic-and-ceramic-tile-installers>



sfac san francisco
arts commission

Proposal Phase	Tentative Date
Request for Proposals Issued	Friday, July 10, 5:00 PM Pacific Daylight Time
Pre-Proposal Conference (non-mandatory)	Friday, July 24, 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, July 31, 5:00 PM Pacific Daylight Time
Proposal Due Date	Wednesday, August 14, 5:00 PM Pacific Daylight Time
Notice of Intent to Award	On or around Friday, August 28, 5:00 PM Pacific Daylight Time
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:	Amy Owen Senior Program Manager, Public Art San Francisco Arts Commission 401 Van Ness Ave. Suite #325

	<p>San Francisco, CA 94102 Phone: 415-713-1409- Email: amy.owen@sfgov.org</p>
<p>Pre-Proposal Conference Details</p>	<p>Pre-Proposal Conference: A non-mandatory pre-proposal conference will be held on Friday, July 24, 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 requirements prior to the written questions deadline. Attendance is strongly encouraged.</p> <p>Registration: Registration is required to attend the pre-proposal conference. To register, email Amy Owen at amy.owen@sfgov.org with the following information: firm name, primary contact name and title, email address, phone number, and location of operations. SFAC will use registered contact information to distribute pre-proposal conference connection details, and any addenda issued during the bid period. Proposers are encouraged to register as early as possible.</p> <p>Connection Details:</p> <p>Date: Friday, July 24, 2026, 10:00 a.m. PST Format: Microsoft Teams (teleconference only)</p> <p>Join: https://teams.microsoft.com/meet/225774172318640?p=7jpQXas21JYvd72nas</p> <p>Meeting ID: 225 774 172 318 640 Passcode: tZ7F69uz</p> <p>Dial in by phone +1 415-906-4659,,279603564# (United States, San Francisco) Phone conference ID: 279 603 564#</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>

SUBMISSION SUMMARY		
<u>Document</u>	<u>Due Date</u>	<u>Submission Format</u>
<u>Proposed Changes to City Contract Terms, if any (Attachment 1)</u>	<u>Friday, July 31, 2026, 5:00 p.m. PST</u>	<u>PDF via email to amy.owen@sfgov.org</u>
<u>Written Proposal</u>	<u>Friday, August 14, 2026, 5:00 p.m. PST</u>	<u>PDF via email to amy.owen@sfgov.org</u>
<u>Price Proposal</u>	<u>Friday, August 14, 2026, 5:00 p.m. PST</u>	<u>PDF via email to amy.owen@sfgov.org</u>

MANDATORY MINIMUM QUALIFICATION DOCUMENTATION	Proposers <u>must</u> submit the necessary documentation with their proposals to demonstrate they meet every Minimum Qualification (MQ) requirement set forth in <u>Section 5</u> of this solicitation. A proposal that fails to provide the required documentation will not be eligible for further consideration.
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ATTACHMENTS

- Attachment 1: P-606 City Contract Terms
- Attachment 2: HCAO and MCO Declaration Forms
- Attachment 3: First Source Hiring Form

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1 RFP Summary

1.1 Introduction

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the San Francisco Arts Commission (hereinafter, “Arts Commission” or “City”). Arts Commission, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) for one or all of the tile installation categories described below.

The Arts Commission will identify a number of firms within one or more tile installation categories, each of which require different qualifications and experience. The tile service categories are as follows:

A. Porcelain Enamel / Ceramic Graphic Tile Installer

B. Mosaic Tile Installer (Hand Glazed Ceramic, Smalti, and Glass)

Firms may apply for qualification in one or more categories.

The City has approximately 65 departments, ranging from small to very large. Some departments maintain facilities located outside of the geographic limits of the City. The Arts Commission shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

1.2 Selection Overview

Creation and Duration of the Prequalified Pool

Proposers meeting the Minimum Qualifications for each Service Area shall be added to the Prequalified Pool and eligible for potential contract negotiations (“Resulting Contract”) with the City, on an as-needed basis. A Prequalified Pool list is valid for 2 years, but may be extended for up to 2 additional years if re-opened by City in accordance with Section 21.4 of the San Francisco Administrative Code. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of parties with expertise related to goods and/or services being procured through this RFQ. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus. The CMD-adjusted scores (if applicable) will then be tabulated and Proposers will be assigned scores.

Resulting Contracts Awarded to Contractors Selected from the Prequalified Pool

1. Selection of Contractors from the Prequalified Pool

Pursuant to Section 21.4 of the San Francisco Administrative Code, City shall select contractors from the Prequalified Pool for Resulting Contracts pursuant to three options, as described below. Selections must be made prior to Pool expiration.

- a. City may select the highest available ranked contractor from the Prequalified Pool (if a ranking was done when the pool was created); OR
- b. City may request quotes or proposals from Prequalified Pool from which to select. Where applicable, the Department shall apply Chapter 14B LBE Rating Bonuses or Bid Discounts when evaluating quotes and proposals received from the Prequalified Pool. The request for quotes or proposals may also include an LBE Participation Requirement; OR
- c. For each task order that is less than the Minimum Competitive Amount in effect when the selections is being made, City may select a contractor for the task order from the Prequalified Pool without any further solicitation. In choosing this option, City shall notify the Prequalified Pool of its selection. The Notice shall specify the commodities and/or services awarded; their cost; and the selected Contractor's unique qualifications for having been selected without a further solicitation.

2. Notice of Intent to Award a Resulting Contract to the Prequalified Pool

Where a contractor was selected without a further solicitation for a contract amount equal to or less than the Minimum Competitive Amount, City shall issue a Notice of Intent to Award when awarding a Resulting Contract to a contractor from the Prequalified Pool. Where the City requests quotes or proposals from the Prequalified Pool, the City will issue a Notice of Intent to Award when awarding a Resulting Contract to a highest ranked proposal. The City's award of a Resulting Contract to a contractor from the Prequalified Pool is final and not subject to further review.

1.3 Anticipated Contract Term

A Resulting Contract awarded to the Prequalified Pool shall be non-exclusive, with an original term to be determined at the time of Contract award based on City's business needs but shall not exceed ten (10) years.

1.4 Anticipated Contract Not to Exceed Amount

The not to exceed ("NTE") amount for a contract awarded pursuant to this Solicitation cannot be anticipated at the time of this Solicitation but shall be based on the selected Proposal. Should the contract be extended, the NTE may proportionally increase as well.

1.5 Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of goods or services for any of the Proposers selected for contract negotiations or for the awarded Proposer(s). Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

1.6 Cooperative Purchasing and Use by Other City Departments

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

1.7 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.** 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.

2 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.

3 Requirements for Requested Goods and Services

3.1 Goods and/or Services Requested

This Solicitation is being issued by the Arts Commission. The Arts Commission is seeking qualified Proposers to provide Proposals for Mosaic and Ceramic Tile Installers who will install the City's Public Art Program tile-based Art Enrichment Projects under the jurisdiction of the Arts Commission. The Arts Commission is looking for qualified mosaic and ceramic tile installers (licensed contractors) with experience and expertise in the installation of mosaic and ceramic tile, with the intent of identifying firms able to perform a variety of tile installation techniques (including porcelain enamel tile, ceramic tile, hand-glazed ceramic tile, hand-built glazed ceramic tile, and/or Byzantine glass smalti) for the completion of new art commissions entering

the City's art collection , in accordance with Appendix A, Scope of Work, to City's Contract Terms (Attachment 1).

The Arts Commission will identify a number of firms within one or more tile installation categories, each of which require different qualifications and experience. Anticipated tile projects range from approximately 140 square feet to 2,000 square feet. Vendor badging may be required for projects at the San Francisco International Airport, pending location. The tile installation categories are as follows:

A. Porcelain Enamel / Ceramic Graphic Tile Installation

B. Mosaic Tile Installation (Hand-glazed Ceramic Tile, Hand-built glazed ceramic tile, and/or Byzantine glass smalti)

Firms may apply for qualification in one or more categories. Firms do not have to apply for all categories.

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

Service Area 1: Porcelain Enamel / Ceramic Graphic Tile Installation

Sample Services:

- Installing integrated porcelain enamel graphic tile murals on interior and exterior public facing walls and architectural features.

Qualifications:

- Experience with large-format through-body vitrified porcelain tile (water absorption \leq 0.5% per ASTM C373).
- Demonstrated experience installing graphic tile murals or patterned tile installations requiring precise registration across tile joints.
- Familiarity with manufacturer-provided installation layout drawings and tile numbering systems. Installers must be able to execute a dry layout prior to setting.
- Experience with full-coverage mortar bed installation and back-buttering of large-format tiles per TCNA guidelines.
- Knowledge of movement joint requirements per TCNA EJ171, including placement at perimeters, changes in plane, and field intervals.
- Willingness to coordinate directly with the tile fabricator prior to installation for layout review, tile numbering confirmation, and any field questions.
- California General Contractor's License (or equivalent specialty contractor license) for contracts qualifying as a "Public Work" under Chapter 6 of the City's Administrative Code. If you or your firm carry a license, evidence that Proposer has a California General Contractor's License (or equivalent specialty contractor license) must be provided.

- Five (5) years' experience performing the work described above.
- Ability to provide qualified personnel with substantial experience in installing porcelain enamel graphic tile murals.
- Demonstrated sensitivity to the artistic integrity and cultural impact of public artworks.

Service Area 2: Mosaic Tile Installation (Hand-glazed Ceramic Tile, Hand-built glazed ceramic tile, and/or Byzantine glass smalti)

Sample Services:

- Installing integrated mosaic murals (including hand-glazed ceramic tile, hand-built glazed ceramic tile, and/or Byzantine glass smalti) on interior and exterior public facing walls and architectural features.

Qualifications:

- Experience installing large-scale artistic mosaic mural installations made up of ceramic tile and/or Byzantine glass smalti face-mounted on paper or clear plastic film.
- Knowledge of cutting and handling ceramic mosaic tile as well as Byzantine glass smalti.
- Ability to interpret layout plans.
- Willingness to:
 - coordinate directly with the tile fabricator prior to installation for layout review, tile numbering confirmation, and any field questions.
 - coordinate directly with the mosaic tile artwork fabricator's representative, who may be on site to oversee the installation, for best installation practices, and any technical questions.
 - *For specific projects:* apply (3-6) different grout colors to specific areas of the mosaic following a 'grout map' provided by the mosaic tile artwork fabricator, and to accept guidance/follow directions from the fabricator's representative regarding color mixing, application, and blending.
- California General Contractor's License (or equivalent specialty contractor license) for contracts qualifying as a "Public Work" under Chapter 6 of the City's Administrative Code. If you or your firm carry a license, evidence that Proposer has a California General Contractor's License (or equivalent specialty contractor license) must be provided.
- Minimum Five (5) years' experience performing the work described above.
- Ability to provide qualified personnel with substantial experience in installing large-scale mosaic murals.
- Demonstrated sensitivity to the artistic integrity and cultural impact of public artworks.

3.2 Regulatory and Compliance Requirements Specific to the Goods/Services Solicited

Prior to submitting a Proposal in response to this Solicitation, Proposers must ensure they have fully read and understood the “Regulatory and Compliance Requirements” set forth below and in Attachment 1, City’s Contract Terms.

3.2.1 Reserved (Web Content Accessibility Guidelines (WCAG) 2.1 Level AA)

3.2.2 Green Purchasing Requirements

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

3.3 Reserved (Alternates and Samples)

3.4 Reserved (Freight on Board and Shipping Costs)

3.5 Reserved (Additional Purchases)

Local Business Enterprise (LBE) Program Requirements

3.6 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

3.7 Application of LBE Rating Bonuses

San Francisco Micro, Small, and SBA LBE bidders certified by the Contract Monitoring Division are eligible for a rating bonus. LBE Rating Bonuses are applied to Proposers’ scores at each phase of the Solicitation evaluation and selection process, including the price proposal evaluation in accordance with the Rating Bonus values shown below.

3.7.1 Reserved (Commodities)

3.7.2 General and Professional Services

Estimated Contract Value, per Agreement	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$20,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Proposer's participation or, for Professional Services, an JV Proposer's participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

3.7.3 Professional Services by Joint Ventures

Estimated Contract Value, per Agreement	Percent Share of JV/Prime Work by Small or Micro-LBE Prime	Rating Bonus
Greater than \$20,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	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>		

3.7.4 Sample Rating Bonus Calculations

ABC Firm Price Proposal Attributes <ul style="list-style-type: none"> Is a Certified Micro LBE 	Possible Maximum Score	14B LBE Rating Bonus (2%)	Evaluated Total Score
Minimum Qualifications	Pass	N/A	N/A
Written Proposal	100	2	102
Price Proposal Score	50	1	51
Total	150	3	153

3.8 LBE Subcontracting Participation Requirements

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

3.9 Reserved (CMD LBE Forms)

3.10 Reserved (LBE Payment and Utilization Tracking)

4 Proposal

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

5 Minimum Qualifications and 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 Proposer’s Written Proposal.
MQ #3	Completed Proposer’s Price Proposal.
MQ #4	Evidence that Proposer has five (5) years of experience within the last five (5) years in the sale of goods and/or services requested by this Solicitation.

6 Written Proposal (100 Points)

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

A. Introduction and Executive Summary (up to 2 pages) – 20 Points

Proposer shall provide a letter of introduction and executive summary of your experience and qualifications. The letter must be signed by a person authorized by your firm to obligate your firm to enter into contractual obligations. Submission of the letter will constitute a representation by your firm that your firm is willing and able to enter into an agreement with the San Francisco Arts Commission.

B. Project Team – 30 Points

1. **Team Members.** Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who will perform the services outlined in this Solicitation. Discuss each team member’s background and experience in order to demonstrate a strong ability to successfully perform the work.

2. **Key/Lead Team Members.** Identify and provide resumes for all staff who will serve as the Key/Lead Team Members so that the Evaluation Panel can evaluate the ability of each team member to successfully fulfill their project roles and complete the scope of services.

C. Past Projects – 50 Points

Proposer must describe at minimum three (3) recent projects previously managed by the Proposer within the last 5 years.

1. **Similar Size and Scope:** Each project must be of the type and scope of services that require the same experience and expertise described under the qualifications listed for each of the Art Services categories.

2. **Project Details:** The descriptions shall include each item listed below.

- a. Project description (include name of client, name of artist/fabricator, location of installation, type of material, dimensions of installation, etc.)
- b. Images of past work (including details, and treatments at edges and corners);
- c. Project scope summary;

- d. Dates when the project was performed;
- e. Project costs;
- f. Proposer's role and responsibilities in the project;
- g. Proposer's performance on delivering the project on schedule and on budget;
- h. Proposer staff members who worked on the project; and
- i. Client name, reference, and contact info.

7 Price Proposal (Pass/Fail)

7.1 Price Proposal Format and Allocation of Points

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Price Proposal consisting of each item set forth below. Unit pricing by service or product line, manufacturer, etc. including how the pricing will be determined and adjusted over the contract term (e.g. fixed price adjusted annually, X% off of list, X% mark up, etc.). This should include the hourly rate for principals and any staff or employees most likely to work on Arts Commission projects, including and if applicable the prevailing wage rate for on-site work. Also include firm overhead rate or mark-up rate, if applicable, and equipment rental.

- (a) Indicate if any further discounts are offered, i.e. volume, quantity, prompt payment etc.
- (b) Discuss why the Proposer believes pricing is fair and reasonable and how it relates to most favored customer pricing.

Proposer's pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract unless stated otherwise. Submission of the Pricing Narrative will be evaluated on a Pass/Fail basis.

7.2 Price Proposal Evaluation Period

The City will attempt to evaluate Price Proposals within thirty (30) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

7.3 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.

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

7.5 Application of Price Proposal Discounts for Evaluating Lowest Price

7.5.1 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.

7.5.2 Reserved (Application of Anticipated Local Tax Revenue Discount to Price Proposal)

7.5.3 Sample Price 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.

ABC Firm Price Proposal Attributes	Offered Price Proposal (Pre-Tax)		21.32 Local Tax Revenue Discount (1.25%)	Evaluated Price when determining Lowest Responsive Proposed Price
<ul style="list-style-type: none"> Is a Certified Micro LBE Has an SF Presence as defined by Admin Code 21.32 				
Commodities	\$2,000		(\$25)	\$1,735
Services	\$1,000		N/A to Services	\$880
Total	\$3,000		(\$25)	\$2,615

8 Reserved (Oral Interviews)

9 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	<p>Completed Proposal Attachments:</p> <input type="checkbox"/> Attachment 2: HCAO and MCO Declaration Forms <input type="checkbox"/> Attachment 3: First Source Hiring Form

10 Failure to Provide Insurance and/or Bonds

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

11 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.

11.1 Nondiscrimination Requirements ("Equal Benefits")

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](#).

11.2 Payment of Prevailing Wages

Services to be performed by an awarded Contractor under this Solicitation will involve the performance of work covered by the California Labor Code Sections 1720 and 1782 (collectively, “Covered Services”), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors. *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.*

11.3 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.*

11.4 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.*

11.5 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.*

11.6 Reserved (Sweatfree Procurement)

11.7 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.

11.8 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.

12 Terms and Conditions for Receipt of Proposals

12.1 How to Register to propose and be awarded a City Contract

To submit a proposal for a City contract, all vendors must be registered as a City BIDDER or a SUPPLIER. To be awarded a contract, Proposers must convert their BIDDER ID to a SUPPLIER ID, which requires additional steps to demonstrate compliance with certain San Francisco supplier requirements.

12.1.1 Registering as a BIDDER to propose on a City contract

Proposers that are not currently a City SUPPLIER must obtain a BIDDER ID by completing the following form on the SF City Partner Portal:

<https://sfcitypartner.sfgov.org/pages/BidderRegistration-BS3/bidder-registration-1.aspx>

12.1.2 Converting a BIDDER ID to SUPPLIER ID to be awarded a City contract

To convert a BIDDER ID to a SUPPLIER ID, awarded Proposers are required to register with the City Tax Collector’s Office. Additionally, businesses awarded contracts exceeding \$230,000 (the “Minimum Competitive Amount”) must comply with the City’s Equal Benefits requirements pursuant to Labor and Employment Code Article 131 and must submit the online Equal Benefits Declaration through the SF City Partner Portal.

For detailed instructions on registering for City Business Tax, submitting an Equal Benefits Declaration, and for converting your BIDDER ID to a SUPPLIER ID visit [Contracting with the City and County of San Francisco](#).

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, visit [Register a Business | Treasurer & Tax Collector](#), 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.

12.2 Proposal Questions and Submissions

12.2.1 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>.

12.2.2 Proposal Format

Proposals must be submitted using the attached submission forms and/or created using word processing software (e.g. Microsoft Word or Excel) and typed in a legible font (e.g.-Arial, Times New Roman, etc.). 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.

12.2.3 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.

12.3 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.

12.4 Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code § 7920.000 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. Information provided, which is covered by this paragraph, will be made available to the public upon request.

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 an opportunity to object to disclosure of the material requested by 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.

12.5 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.

12.6 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.

12.7 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.

The following Third-Party Audit Reports can be used to satisfy CCSF’s Cybersecurity Risk Assessment requirement:

- SOC 2 Type 2
- ISO/IEC 27001
- CSA STAR Level 2
- FedRAMP
- StateRAMP
- HITRUSTCSF – *products or services that primarily relate to the Healthcare industry ONLY.*
- PCI DSS Level 1 – *products or services that primarily relate to the Payment Processing industry ONLY.*
- NIST 800-53

In addition to the Third-Party Audit Reports mentioned above, City and County of San Francisco’s CRA requirement can also be satisfied by providing a completed CAIQ Lite Questionnaire or completing the City’s CRA Questionnaire in the City’s LogicGate portal.

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.

12.8 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.

12.9 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.

12.10 Protest Procedures

12.10.1 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.

12.10.2 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.

12.10.3 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.

12.10.4 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.

12.11 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.

12.12 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.

12.13 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.

12.14 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.

12.15 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:

- (A) 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

- (B) 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>.

12.16 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:

- (A) Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
- (B) Reject any or all Proposals;
- (C) Reissue the Solicitation;
- (D) 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;
- (E) Procure any materials, equipment or services specified in this Solicitation by any other means; or
- (F) Determine that the subject goods or services are no longer necessary.

12.17 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.

12.18 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 facilities and/or equipment, location and personnel to supply the goods to be delivered or properly perform all services required under the anticipated contract; 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.