

City and County of San Francisco
Sourcing Event ID 0000007010 | Dept Contract ID: TC86240

All changes in Version 5 to are noted in bold purple underlined font.

**Formal Request for Proposals ~~v5~~ ~~v4~~ for:
 Unarmed Security Guard Services for
 San Francisco General Hospital, Laguna Honda Hospital**

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



Request for Proposals Issuance	July 22, 2022 at 4:00 PM
Pre-Proposal Conference	July 29, 2022 at 2:30 PM via Microsoft Teams Join by Microsoft Teams Link , copied below for convenience: Microsoft Teams Link Or call in (audio only) +1 415-906-4659,,785226697# United States, San Francisco Phone Conference ID: 785 226 697#
Deadline for Questions	August 2, 2022 at 2:00 PM
Deadline to Submit Proposals	August 31-26 , 2022 at 2:00 PM.
Short-Listing Notification for Oral Interviews	<u>September 26 19</u> , 2022 at 5:00 PM
Oral Interviews	<u>October 3-September 26</u> , 2022 via Microsoft Teams. Instructions to be provided to invited interviewees.
Notice of Intent to Award	<u>October 4-September 27</u> , 2022 at 5:00 PM
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Russ Dubkin Purchaser, Office of Contract Administration 1 Dr Carlton B Goodlett Pl, Room 430 San Francisco, CA 94102 Phone: (415) 554-6233 Email: ruslan.dubkin@sfgov.org

Attachments

- Attachment 1: City's Proposed Agreement Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD Form 3
- Attachment 4: LBE Participation and Good Faith Outreach Forms
- Attachment 5: Written Proposal Template
- Attachment 6: Price Proposal Template
- Attachment 7: First Source Hiring Form
- Attachment 8: HCAO and MCO Declaration Forms

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I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the Office of Contract Administration (hereinafter, “OCA” or “City”). OCA, on behalf of the San Francisco Department of Public Health (“DPH”), is seeking qualified suppliers (“Proposers”) to provide proposals for unarmed security guard services (Proposal). This solicitation covers ~~three~~ **two** different Aggregates and will lead to the award of two different contracts, one contract per Aggregate. The Aggregates are as follows:

Aggregate #	Location Covered by this Aggregate
1	Zuckerberg San Francisco General Hospital, located at 1001 Potrero Avenue, San Francisco, CA 94110
2	Laguna Honda Hospital, located at 375 Laguna Honda Blvd., San Francisco, CA 94116

City 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.

2. Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest ranking score for each aggregate. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked by aggregate starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with a term of three (3) years.

C. 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 which is based on City’s estimated annual need. Should City’s actual need exceed City’s estimated annual need or should the contract be extended, the NTE may proportionally increase as well.

D. Indefinite Quantity, As-Needed Contract

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

may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

E. Cooperative Agreement

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

F. 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.

G. 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.

H. 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 pertinent information posted in the City’s Supplier Portal.

Proposal Phase	Tentative Date
Request for Proposals Issued	July 22, 2022 at 4:00 PM
Pre-Proposal Conference	July 29, 2022 at 2:30 PM via Microsoft Teams

	Join by Microsoft Teams Link , copied below for convenience: Microsoft Teams Link Or call in (audio only) +1 415-906-4659,,785226697# United States, San Francisco Phone Conference ID: 785 226 697#
Deadline for Written Questions	August 2, 2022 at 5:00 PM
Deadline to Submit Proposals	August 31 <u>26</u> , 2022 at 2:00 PM
Short-Listing Notification for Oral Interviews	September 26 <u>19</u> , 2022 at 5:00 PM
Oral Interviews	October 3 <u>September 26</u> , 2022 via Microsoft Teams. Instructions to be provided to invited interviewees.
Notice of Intent to Award	October 4 <u>September 27</u> , 2022 at 5:00 PM
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Final Award	October <u>September</u> 7, 2022 at 5:00 PM
The Pre-Proposal Conference Details: The Pre-Proposal Conference will begin at the time specified. Proposers' representatives are urged to arrive 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 to this Solicitation. It is the responsibility of the Proposer to check for any Addendum to this Solicitation or other pertinent information posted on the City's Supplier Portal: https://sfcitypartner.sfgov.org/pages/index.aspx .	

I. How to Register as a City Supplier

The following requirements pertain only to Proposers 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 Chapter 12B and 12C forms 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.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

J. 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 the deadline for submission of written questions or requests for clarification.** 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.

K. Proposal Selection

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.

L. Contract Terms and Negotiations

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. **City's Proposed Agreement 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 Proposed Agreement 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 the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, 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.

M. 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.

II. CITY'S SOCIAL POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy Requirements can be found in Attachment 1, City's Proposed Agreement Terms. The Social 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. Proposers are

encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City's Proposed Agreement Terms.

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City's Proposed Agreement Terms.

2. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

3. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

B. Prevailing Wage Ordinance

Services to be performed by a Proposer selected pursuant to this Solicitation may involve the performance of trade work covered by the provisions of Section 6.22(e) [Prevailing Wages] of the Administrative Code or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Section 6.22(e) and 21C of the Administrative Code are incorporated as provisions of the Agreement awarded as part of this Solicitation as though fully set forth therein and will apply to any Covered Services performed by the awarded Proposer and its subcontractors. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

C. Health Care Accountability Ordinance

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

D. Minimum Compensation Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance 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 provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

F. Sweatfree Procurement

A contract awarded pursuant to this Solicitation shall be subject to Chapter 12U of the San Francisco Administrative Code ("Sweatfree Ordinance" or "Chapter 12U"). When awarding a contract to a Proposer, the City's selection decision will depend on Proposers' responses to Sweatfree Contracting Compliance Forms P-12U-C and P-12U-I, attached hereto as Attachment 9. *Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

1. **Information about Contractor and Subcontractors.** Proposers selected pursuant to this Solicitation must complete and return two forms prior to executing a Contract and/or upon issuance of quotes pursuant to an Awarded Contract, as detailed below.

a. **Sweatfree Contracting Compliance Form P-12U-C:** In this form, the Proposer specifies those Ordinance requirements with which Proposer and its subcontractors shall comply during the Contract term. Where the proposed pricing between Proposers is 15% or less apart, the Proposer with the highest percentage of "Yes" responses to the questions on this form will be deemed the most compliant and awarded the contract.

b. **Sweatfree Ordinance Information Form P-12U-I:** In this form, the Proposer identifies all subcontracts covered by the Sweatfree Ordinance. A copy of the form shall be provided prior to each Purchase Order issued against an Awarded Contract.

2. **Information from Potential Subcontractors.** Proposers are responsible for requesting all required information from their potential subcontractors. When a Proposer identifies a potential subcontract that is covered by the Ordinance, the Proposer shall ask the potential subcontractor to review the Ordinance and the required forms. This process should continue through lower tiers of potential subcontractors, stopping only when a subcontractor makes no purchases that qualify as subcontracts under the Ordinance.

3. **Subcontracts and Subcontractors.** The definitions of “subcontract” and “subcontractor” in Chapter 12U affect how the prime contractor and subcontractors complete Forms P-12U-C and P-12U-I.

a. **First-Tier Subcontract:** The Ordinance defines a “First-Tier Subcontract” as a subcontract of any amount for any work pursuant to the prime contractor’s contract with the City.

b. **Lower-Tier Subcontract:** The Ordinance defines a “Lower-Tier Subcontract” as an agreement between a first-tier (or lower) subcontractor and a second-tier (or lower) subcontractor for work for the City contract, except that the subcontract must be at least \$25,000, or at least 10% of the higher-tier subcontract, whichever is less (“10%/\$25KTest”). The 10%/\$25K test applies only to the amount of product being purchased by a subcontractor to fill the City’s order. For example, prime contractor A issues a \$50,000 subcontract to company B to help fill a City purchase order. B in turn buys \$4,000 worth of cloth to fill that order. The \$4,000 purchase is part of a \$25,000 order to B’s usual cloth manufacturer, company C. The \$25,000 order from B to C is not a covered subcontract under the Ordinance because the \$4,000 portion of the order attributable to the City work does not meet the 10%/\$25K test.

G. Other Social Policy Provisions

Attachment 1, City’s Proposed Agreement 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.

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. Application of LBE Bid Discounts and Rating Bonuses

LBE Bid Discounts/Rating Bonuses shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below. LBE preference on this solicitation shall be granted to Proposers certified in the following categories by the Proposal Due Date:

- LBE Category: GS092

1. Commodities

Estimated Contract Value	Small/Micro Rating Bonus	LBEs	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%		0%

Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Proposer or a JV with LBE Subcontracting.</i>
Greater than \$10,000,000.	0%	0%

2. General and Professional Services

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

3. General and Professional Services by Joint Ventures

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
Greater than \$10,000 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%
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.		

B. LBE Subcontracting Requirements

1. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation.

2. LBE Subcontracting and Good Faith Outreach Forms

LBE Subcontracting and Good Faith Outreach Forms (Attachment 4) are not required, but strongly encouraged. Proposers responding to this Solicitation may submit response packages that include the LBE Subcontracting Forms included in Attachment 4, *with the exception of CMD Form 2B entitled "Good Faith Outreach Form"*. The applicable forms are:

- (a) **CMD Form 2A:** LBE Subcontracting Form
- (b) **CMD Form 4:** Joint Venture Form (if applicable)
- (c) **CMD Form 5:** Employment Form

- 3. **Reserved (CMD Compliance Officer).**
- 4. **LBE Payment and Utilization Tracking**

If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall agree to:

- (a) Within three (3) business days of City’s payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and
- (b) Within ten (10) business days of City’s payment of any invoice to Contractor, confirm its payment to subcontractors using the City’s Supplier Portal Payment Module, unless instructed otherwise by CMD.

Failure to submit all required payment information to the City’s Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartnersgov.org/pages/training.aspx>.

IV. GOODS AND SERVICES REQUESTED

A. Goods and/or Services Requested

This Solicitation is being issued by OCA. OCA is seeking qualified Proposers to provide Proposals for Unarmed Security Guard Services in accordance with Appendix 1 (City’s Proposed Terms) and Appendix 6 (Price Proposal Template).

B. 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 in Attachment 1, City’s Proposed Agreement Terms.

- C. Reserved (Articles Furnished).**
- D. Reserved (Alternates).**
- E. Reserved (Samples).**
- F. Reserved (Freight on Board and Shipping Costs).**
- G. 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 Proposed Agreement Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

V. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	60 Points

Written Proposal	150 Points
Oral Interviews	90 Points
TOTAL POINTS	300

VI. REQUIRED SUPPORTING DOCUMENTATION

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

RSD1	Evidence that Proposer is 12B compliant or likely to become compliant within 30 days.
RSD2	<p>Completed Proposal Attachments:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Attachment 2: Proposer Questionnaire and References <input checked="" type="checkbox"/> Attachment 3: CMD Form 3 <input type="checkbox"/> Attachment 4: [OPTIONAL] LBE Participation and Good Faith Outreach Forms <input checked="" type="checkbox"/> Attachment 5: Written Proposal Template <input checked="" type="checkbox"/> Attachment 6: Price Proposal Template <input checked="" type="checkbox"/> Attachment 7: First Source Hiring Form <input checked="" type="checkbox"/> Attachment 8: HCAO and MCO Declaration Forms
RSD3	Signed copies of all Solicitation Addenda, if any.
RSD4	<p>Non Profit Entities: If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L and include in its Proposal:</p> <ul style="list-style-type: none"> (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and (2) a summary and disposition of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect. <p><i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.</i></p>

VII. MINIMUM QUALIFICATIONS DOCUMENTATION (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
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MQ1	<u>Copies of three contracts demonstrating that Proposer has 4 years of cumulative experience in providing Unarmed Security Guard services to healthcare entities</u> , with preference given to experience in hospitals or behavioral health contexts.
MQ2	<u>Written verification that Proposer been licensed by BSIS for no less than seven years. Private Patrol Operator License must be current and for at least five continuous years</u> prior to the proposal submission deadline.
MQ3	<u>Security Guard Registration: List of all security guards who would be assigned to each location Proposer is bidding on along with evidence of their registration through the Bureau of Security and Investigative Services (BSIS) prior to January 1, 2018.</u> The List must comprise of enough qualified security guards to fully cover all shifts detailed in Attachment 6, Price Proposal.
MQ4	<p><u>Electronic Watchclock Guard Tour Reporting System.</u> Provide the:</p> <p><u>(a) brand name and model number to be used including number of electronic data collection devices and data location strips/buttons, or equivalent system that allows tracking location of guards assigned to this Agreement.</u></p> <p><u>(b) a listing of all equipment to be used</u></p> <p><u>(c) a description of the tracking system, including, but not limited to what the system tracks, how the system tracks information, and frequency of tracking; and</u></p> <p><u>(d) a timeline of when any equipment would be installed</u></p> <p>Requirements: The electronic watchclock guard tour reporting system shall include two (2) portable electronic collection devices and approximately twenty (20) data transfer devices utilizing bar code location strips/buttons or magnetic coded data location strips/buttons. The location strips/buttons will be placed at locations to be designated by the DPH Director of Security. The DPH Director of Security reserves the right to request repositioning of the electronic data transfer devices periodically (maximum every 3 months) in order to avoid a routine that will be noticed by perpetrators. The relocation of the devices will be designated by the DPH Director of Security. <u>Bidder may propose alternative system that does not include portable electronic collection devices, provided the system has the same functionality as otherwise required in this Scope of Services.</u> City reserves the right to inspect the proposed watchclock system and the right to reject any systems.</p>

VIII. PRICE PROPOSAL (60 Points)

A. Price Proposal Format and Allocation of Points

The Price Proposal Template associated with this Solicitation is attached hereto as Attachment 6. Overtime Rates are set at 1.5x as required under Prevailing Wage. Include a completed Price Proposal Template for each Aggregate you are bidding on with your Proposal, following all instructions set forth therein. The total points allocated to the Lowest Proposed Price shall be determined as follows:

$$\left(\frac{\text{Lowest Total Weighted Markup}}{\text{Proposer's Total Weighted Markup}} \right) \times (\text{Maximum Points possible for Price}).$$

B. Price Proposal Evaluation Period

The City will attempt to evaluate 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.

C. Price Discrepancies

Where applicable, if there is a discrepancy between the Price Proposal and pricing entered by Proposer into the Supplier Portal, the Price Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

D. Price Lists

If a Price Proposal is based on prices from a catalog or price list, Proposer shall furnish copies of the catalog or price list in electronic format. Proposer shall furnish additional price lists as required. Proposer’s pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract.

E. Proposing on Separate Items or in Aggregate(s)

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

F. Application of Discounts for Evaluating Lowest Responsive Proposer

1. LBE Bid Discount/Rating Bonus

Where price is a factor in City’s evaluation process, Proposer’s price shall be reduced by an amount equal to the applicable LBE Bid Discounts/Rating Bonus. The discount shall be applied solely for the purpose of determining the lowest responsive Price Proposal and shall be in addition to any other discounts, preferences, or adjustments required by City law.

2. Reserved (Prompt Payment Discounts)

3. Reserved (Anticipated Local Tax Revenue (Admin Code Section 21.32) Discount)

4. Sample Discount Calculation

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

ABC Firm Price Proposal Attributes <ul style="list-style-type: none"> • Certified Small or Micro LBE • SF Presence as defined by Admin Code 21.32 • Offering 4%/30 Net31 Prompt Payment Discount 	Offered Price Proposal (Pre Tax)	14B LBE Bid Discount (10%)
Services	\$1,000	(\$100)

Total	\$3,000	(\$300)
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IX. WRITTEN PROPOSAL (150 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 5, Written Proposal Template. *The content of all Proposals must consist of the information specified in Attachment 5, in the order outlined, in order to be deemed responsive.*

X. ORAL INTERVIEWS (90 POINTS)

The Evaluation Panel will hold oral interviews with Proposers that have met the Minimum Qualifications and whose Written Proposals received a score of at least 110 Points. Prior to Oral interviews, the City will send a letter to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers’ key/lead team members and to exclude, for example, sub-consultants on multiple teams. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers’ and key/lead team members’ qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer’s responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers at least one week prior to the date of interview to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer’s responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer’s presentation and responses.

XI. INSURANCE AND BONDS

A. Insurance

Prior to award, the successful Proposer(s) will be required to furnish evidence of insurance as outlined in Attachment 1, City’s Proposed Agreement Terms.

B. Reserved (Performance Bond).

~~C. Reserved (Fidelity Bond).~~ **Fidelity Bond: The successful Proposer will be required to furnish and maintain throughout the term of this contract a blanket fidelity bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$50,000 with any deductible not to exceed \$5,000 and including City as additional obligee or loss payee as its interest may appear.**

D. 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 required bond documents and/or specified 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) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing

in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. 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:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
2. **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 shall 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.

B. 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.

C. 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.

D. Solicitation 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 Solicitation 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 THE PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

E. 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.

F. 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 deadline 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.

G. 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.

H. 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.

I. Proposer's Obligations under the Campaign Reform Ordinance

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

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and

2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

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

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

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

J. 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.

K. 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.

L. 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.