

City and County of San Francisco

Sourcing Event ID 0000005807

Formal Request for Proposals for: Professional Services for the Fix Lead SF Program

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



Request for Proposals Issuance	September 7, 2021
Pre-Proposal Conference (Mandatory Attendance)	September 17, 2021 2:30 PM (PST) Join on your computer or mobile app Click here to join the meeting
Deadline for Questions	September 24, 2021 5:00 PM (PST)
Deadline to Submit Proposals	October 25, 2021 5:00 PM (PST)
Short-Listing Notification for Oral Interviews	November 19, 2021
Oral Interviews	December 8, 2021
Notice of Intent to Award	December 15, 2021
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:	David Kashani Contracts and Grants Coordinator San Francisco Department of the Environment 1155 Market Street, 3rd Floor San Francisco, CA 94103 David.Kashani@sfgov.org P: (415) 355-3704

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: Reserved (Written Proposal Template)
- Attachment 6: Price Proposal Template
- Attachment 7: First Source Hiring Form
- Attachment 8: HCAO and MCO Declaration Forms
- Attachment 9: Reserved (Sweatfree Ordinance Forms)
- Attachment 10: Minimum Qualifications for Subcontractors
- Attachment 11: Fix Lead SF Program Workflow

Table of Contents

I.	Introduction and Solicitation Schedule	1
A.	Introduction	1
B.	Anticipated Contract Term	1
C.	Anticipated Contract Not to Exceed Amount	2
D.	Reserved (Indefinite Quantity, As Needed Contract).	2
E.	Cooperative Agreement	2
F.	Public Disclosure	2
G.	Limitation on Communications During Solicitation	2
H.	Solicitation Schedule	3
I.	How to Register as a City Supplier	3
J.	Proposal Questions and Submissions	4
K.	Proposal Selection	4
L.	Contract Terms and Negotiations	4
M.	Protest Procedures	5
II.	City's Social Policy Requirements	5
A.	Proposers Unable to do Business with the City	6
B.	Prevailing Wage Ordinance	6
C.	Health Care Accountability Ordinance	7
D.	Minimum Compensation Ordinance	7
E.	First Source Hiring Program	7
F.	Reserved (Sweatfree Procurement)	7
G.	Other Social Policy Provisions	7
III.	Local Business Enterprise (LBE) Program Requirements	7
A.	Application of LBE Bid Discounts and Rating Bonuses	7
B.	LBE Subcontracting Requirements	8
IV.	Goods and Services Requested	8
A.	Goods and/or Services Requested	8
B.	Reserved (Regulatory and Compliance Requirements Specific to the Goods/Services Solicited)	11
C.	Reserved (Articles Furnished).	11
D.	Reserved (Alternates).	11
E.	Reserved (Samples).	11
F.	Reserved (Freight on Board).	11
G.	Green Purchasing Requirements	11
V.	Proposal Evaluation Criteria	11
VI.	Required Supporting Documentation	12
VII.	Minimum Qualifications Documentation (Pass/Fail)	13
VIII.	Price Proposal (20 Points)	13
A.	Price Proposal Format and Allocation of Points	13
B.	Price Proposal Evaluation Period	13
C.	Price Discrepancies	13
D.	Price Lists	13
E.	Reserved (Proposing on Separate Items or in Aggregate(s)).	13
F.	Application of Discounts for Evaluating Lowest Responsive Proposer	13
IX.	Written Proposal (80 Points)	14
A.	Format and Content of Proposal	14
1.	Introduction & Executive Summary (maximum 2 pages)	14
2.	Proposer/Sub-contractor Qualifications (maximum 3 pages for each firm)	15
3.	Team Qualifications (maximum 20 pages)	15

4. References (maximum 2 pages)	15
5. Work Approach (maximum 10 pages)	15
B. Selection Criteria of Written Proposal (80 Points)	16
1. Project Approach (40 points)	16
2. Assigned Project Staff (20 points)	16
3. Experience of Prime Proposing Firm and Subcontracting Firms (20 points)	16
X. Oral Interviews (50 Points)	17
XI. Insurance and Bonds	17
A. Insurance	17
B. Reserved (Performance Bond)	17
C. Reserved (Fidelity Bond)	17
D. Failure to Provide Insurance and/or Bonds	17
XII. Terms and Conditions for Receipt of Proposals	17
A. Cybersecurity Risk Assessment	17
B. Solicitation Errors and Omissions	18
C. Objections to Solicitation Terms	18
D. Solicitation Addenda	18
E. Proposal Term	18
F. Revision to Proposal	19
G. Proposal Errors and Omissions	19
H. Financial Responsibility	19
I. Proposer's Obligations under the Campaign Reform Ordinance	19
J. Reservations of Rights by the City	20
K. No Waiver	20
L. Other	20

I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “Solicitation”) is being issued by Department of the Environment (“SF Environment”) of the City and County of San Francisco (CCSF or the City). SF Environment is seeking qualified suppliers (“Proposers”) to provide professional services in the administration of CCSF’s Fix Lead SF program, a program to reduce childhood lead poisoning in San Francisco (Proposal). The administration functions will include but are not limited to: hiring, managing, and paying State lead-certified professionals*; managing tenant relocation*, tracking individual project progression; preparing requested progress reports.

*(*Pre-determining a team of lead-certified professionals and relocation providers is NOT part of the response to this solicitation for proposal. The City will be developing policies and procedures that will guide the selection of the Fix Lead SF lead-certified professionals. The requirements for the tenant relocation provider are specified in Attachment 10.)*

The Fix Lead SF program is a collaboration of the Department of The Environment, the Department of Public Health, and the Mayor’s Office of Economic and Workforce Development. Lead is a neurotoxin. Therefore, the mission of the program is to reduce the amount of lead risks in as many San Francisco residential units as possible. Over 90% of the residential buildings in San Francisco were built before 1978 when lead-based paint was used. As a result, there is a potential for most homes to contain lead-contaminated paint, lead-contaminated soil, and lead-contaminated dust. Children under six years of age are especially at risk for lead poisoning because they are more likely to put non-food items such as paint chips, lead-contaminated soil, or lead-dust contaminated hands or toys in their mouths. Women who are pregnant also represent a high-risk for lead poisoning. Adults working with lead can also be poisoned.

Funding for Fix Lead SF comes from a legal settlement agreement between three major paint manufacturers and CCSF and nine other cities and counties in California (<https://tinyurl.com/leadpressrelease>). Between 2020 and 2027 CCSF will be receiving a total of approximately \$21,000,000. SF Environment anticipates spending 75% of this funding on identifying and removing lead risks in residential buildings.

SF Environment shall order goods and/or services covered by the awarded contract through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract 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. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of five (5) years. The City at its sole, absolute discretion, shall have the option to extend the term for three (3) additional years for a total of eight (8) years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of **\$14,300,000** for the initial term with the expected range of five (5) to eight (8) percent of contract amount set aside for the winning bidder’s professional services and the remainder set aside for professional lead services and relocation. Should the contract be extended, the City may in its discretion choose to increase the NTE proportionally based on the length of the extension, or may choose to extend the term without increasing the initial NTE to add additional funding.

D. Reserved (Indefinite Quantity, As Needed Contract).

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	September 7, 2021
Pre-Proposal Conference (Mandatory Attendance)	September 17, 2021 2:30 PM (PST)
Deadline for Written Questions	September 24, 2021 5:00 PM (PST)
Deadline to Submit Proposals	October 25, 2021 5:00 PM (PST)
Short-Listing Notification for Oral Interviews	November 19, 2021
Oral Interviews	December 8, 2021
Notice of Intent to Award	December 15, 2021
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	January 2022

Mandatory Pre-Proposal Conference: The Mandatory Pre-Proposal Conference shall be held virtually. **Join on your computer or mobile app:** [Click here to join the meeting](#)
Or call in (audio only)+1 415-906-4659 Phone Conference ID: 753 295 363#

Mandatory 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 an Agreement substantially in the form of the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. **If Proposer is unable to accept City's Proposed Agreement Terms substantially in the form**

presented, Proposer shall include a revised copy of City's Proposed Agreement with its Proposal. The revised copy of the Proposed Agreement must clearly:

- (1) Mark those sections to which it objects;
- (2) Set forth Proposer's alternative terms with respect to each such section; and
- (3) Explain the basis for each proposed change.

If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the next highest ranking score.

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. Reserved (Sweatfree Procurement)

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 at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

1. General and Professional Services

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
--------------------------	-------------------------------	-----------------------

Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%
---	----	----

B. LBE Subcontracting Requirements

1. LBE Subcontracting Participation Requirements

The LBE Subcontracting Requirement for this Solicitation has been waived.

2. Contract Monitoring Division Forms

Proposers responding to this Solicitation must submit response packages that include the following CMD Forms included in Attachment 3 & 4:

- (a) **CMD Form 2A:** CMD Contract Participation Form
- (b) **CMD Form 3:** CMD Compliance Affidavit
- (c) **CMD Form 5:** Employment Form

Failure to complete, sign and submit each of the required with Proposers' Proposals may result in the response package being deemed non-responsive and rejected.

3. CMD Compliance Officer

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

Dalmar Ismail
Contract Monitoring Division
City and County of San Francisco
Tel: 415.581.2322
Email: dalmar.ismail@sfgov.org
Website: www.sfgov.org/cmd.

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://sfcitypartnersfgov.org/pages/training.aspx>.

IV. GOODS AND SERVICES REQUESTED

A. Goods and/or Services Requested

This Solicitation is being issued by SF Department of the Environment (City). The City is seeking qualified vendors ("Proposers") to provide professional services in the logistics of implementing the City's Fix Lead SF program, a program to reduce childhood lead poisoning in

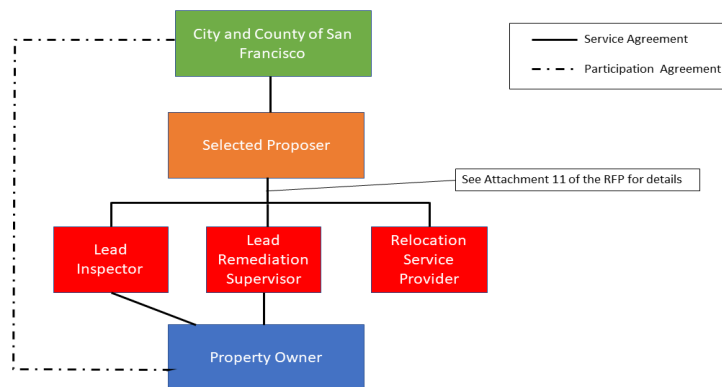
San Francisco. The Scope of Work (SOW) being procured through this Solicitation is set forth below.

1. Context for the Scope of Work

a. Fix Lead SF Phases

- 1) Pilot Phase—For approximately the first 6 months of the program, a limited number of residential homes will receive program services. The purpose of this phase is to gather data and experiences to inform the development and processes of the second phase
- 2) Project Phase—The duration of this phase is planned for five years. Approximately 70 homes will receive program services each year during the Project Phase.

b. Fix Lead SF Structure



c. California Health and Safety Code Requirements for Lead-Certified Professionals

State regulations require professionals involved in lead work such as the work proposed by Fix Lead SF to have a California Department of Public Health Lead Certificate (CDPH). A list of these certified professionals is found on the CDPH webpage. The Lead Inspector and the Lead Remediation Supervisor as indicated in the above program structure will come from the CDPH lists. REMINDER: Pre-determining a team of these professionals for Fix Lead SF is NOT part of the response to this solicitation for proposal. The City will be developing policies and procedures that will guide the selection of the Fix Lead SF lead-certified professionals.

2. Scope of Work

a. Improvement of Standard Operating Procedures (SOP)

The City has drafted the Fix Lead SF Program Workflow to be implemented during the Pilot Phase of the program (See Attachment 12- Fix Lead SF Program Workflow). After the Pilot Phase, the Selected Proposer will be invited to provide input to improve the Workflow.

b. Roles and Services Requested of the Selected Proposer

- 1) Roles—the Selected Proposer will fulfill the following roles:
 - i. Administrative Assistant—to the Fix Lead SF program team

- ii. Contractor Broker—contracting with lead professionals and relocation service providers
 - iii. Initial Payment Provider—ability to make initial payments to lead professionals and relocation services, and then submit supporting documentation for reimbursement of funds paid from the City at a later time.
 - iv. Accounting Administrator
 - v. Relocation Coordinator—implementation of tenant relocation
- 2) Services Requested—the Selected Proposer will provide services including but not limited to the following:

Role	Types of Services to be Provided
Administrative Assistant	<ul style="list-style-type: none"> • Notify City of incoming applications • Dispatch Lead Inspector* to do 1st inspections and Clearance inspections • Dispatch Lead Remediation Supervisor* to a project • Prepare agreements for signatures from City-drafted templates • Prepare to property owners from City-drafted templates • Appointment scheduling • Obtain City approval on Clearance Reports to start payments • Data entry into City-built data system
Contractor Broker	<ul style="list-style-type: none"> • Sign agreement with a Lead Inspector to do 1st inspection and Clearance Inspection • Solicit a bid on a Scope of Work • Sign agreement with a Lead Remediation Supervisor • Document Clearance prior to payment • Document invoices for labor and materials by Lead Inspectors, Lead Remediation Supervisors, and Relocation Service Providers** • Notify City of issues regarding non-performance of Lead Inspectors and Lead Remediation Supervisors
Initial Payment Provider	<ul style="list-style-type: none"> • Pay for services provided by Lead Inspectors, Lead Remediation Supervisors, and Relocation Service Providers
Accounting Administrator	<ul style="list-style-type: none"> • Process payments of invoices for Lead Inspectors, Lead Remediation Supervisors,

	Relocation Service Providers, and relocated residents
Relocation Coordinator	<ul style="list-style-type: none"> • Obtain a list of approved Relocation Service Providers within SF from the Department • Establish relationships with approved Relocation Service Providers to determine reservation protocols, and reserve rooms as needed • Coordinate with Lead-Remediation Supervisor, residents, and property owners regarding relocation and re-occupancy • Provide assistance to residents before, during, and after relocation

*For more information: Link to cdph.ca.gov

**City program approved hotels meeting the requirements in Attachment 10 Section C.

- 3) Evaluation—periodically, as requested by the City, the selected Proposer will gather data, prepare progress reports, and submit those reports to the City. The selected Proposer will participate in on-going program evaluation for continuous improvement.
- 4) Other Tasks--As Fix Lead SF develops (in particular, following the Pilot Phase), SF Environment may request the Proposer to provide additional related services not specifically identified in this RFP; for example, to provide access to additional networking opportunities the selected proposer may have for additional Fix Lead SF outreach.

- B. **Reserved (Regulatory and Compliance Requirements Specific to the Goods/Services Solicited)**
- C. **Reserved (Articles Furnished).**
- D. **Reserved (Alternates).**
- E. **Reserved (Samples).**
- F. **Reserved (Freight on Board).**
- 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	20 Points

Written Proposal	80 Points
Oral Interviews	50 Points
TOTAL POINTS	150

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 in the table above, each of which is addressed in more detail herein. If applicable, a CMD Contract Compliance Officer will assess Proposal compliance with LBE requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on. Award shall be made to the Proposer with the highest Total Points.

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	Completed Proposal Attachments: <input type="checkbox"/> Attachment 1: Proposer’s Changes to City’s Proposed Agreement Terms <input type="checkbox"/> Attachment 2: Proposer Questionnaire and References <input type="checkbox"/> Attachment 3: CMD Form 3 <input type="checkbox"/> Attachment 4: LBE Participation and Good Faith Outreach Forms <input type="checkbox"/> Attachment 6: Price Proposal Template <input type="checkbox"/> Attachment 7: First Source Hiring Form <input 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> <p>(1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and</p> <p>(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> <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
MQ1	Evidence that Proposer has two (2) years of experience within the last five (5) years in the administration of government programs.
MQ2	Evidence that Proposer has experience working with a diverse population with various cultural backgrounds.

VIII. PRICE PROPOSAL (20 Points)

A. Price Proposal Format and Allocation of Points

The Price Proposal Template associated with this Solicitation is attached hereto as Attachment 6. Include a completed Price Proposal Template with your Proposal, following all instructions set forth therein. The total points allocated to the Lowest Proposed Price shall be determined as follows:

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

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

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. Prompt Payment Discounts

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

3. Reserved (Anticipated Local Tax Revenue 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%)	Evaluated Price when determining Lowest Responsive Proposed Price
Commodities	\$2,000	(\$200)	\$1,800
Services	\$1,000	(\$100)	\$900
Total	\$3,000	(\$300)	\$2,700

IX. WRITTEN PROPOSAL (80 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, and a completed Price Proposal Template (see Attachment 6), Proposers shall also submit a complete Proposal consisting of each item set forth below. *The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive.*

A. Format and Content of Proposal

1. Introduction & Executive Summary (maximum 2 pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by the firm to obligate the firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by the firm that it is willing and able to perform the commitments contained in the proposal.

In the Executive Summary, provide a clear statement of the firm's understanding of the nature and extent of the services required, an overall approach in fulfilling the objectives and goals of the contract, and a brief summary of the key strengths of the firm. Bidders may submit a modified Scope of Work as a part of their proposal. If relevant, introduce the any subcontractors included in the

proposed project team, describing the nature of services they routinely provide that demonstrate the firms' qualifications to perform the work scope.

2. Proposer/Sub-contractor Qualifications (maximum 3 pages for each firm)

Provide background and qualification information for the firm and subcontractors that address the following:

- a. Name, address, and telephone number of contact persons; and
- b. A brief description of the firm, as well as how any joint venture or association would be structured; and
- c. For the firm and each subcontractor, describe relevant project experience that corresponds to the categories of the Scope of Work. Projects may be included in more than one program area as long as they pertain. Where appropriate, briefly describe the approach to the work, including insights and issues associated with the program area, and/or sample tasks or deliverables. Include client, budget, schedule, and project summary.
- d. Examples of two projects completed by the firm and each subcontractor, including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary.

3. Team Qualifications (maximum 20 pages)

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

4. References (maximum 2 pages)

Provide references for the firm, project manager, and all subconsultants, including the name, address and telephone number of at least 3 but no more than 5 recent clients (preferably other public agencies).

5. Work Approach (maximum 10 pages)

Provide a description of the overall work approach to successfully deliver the services requested in this Solicitation by addressing each item listed below:

- a. Approach for coordinating/managing all work activities, including coordination and communication with City staff, to meet project milestones and deliverable due dates.
- b. Processes/measures for scheduling, tracking delivery/performance, and maximizing quality (QA/QC).
- c. Approach for monitoring and tracking various factors affecting task costs. Include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items.

- d. Process showcasing the proposer's ability and financial means to make timely initial payments until the City is able to reimburse contractor through submitted documentation.
- e. Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances.
- f. Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget.
- g. Approach and procedures for contending with the public in adversarial or difficult situations.

B. Selection Criteria for Written Proposal (80 Points)

Proposals will be evaluated by a selection committee comprised of parties with expertise in working with low-income families and in project management. The Department intends to evaluate the proposals generally in accordance with the criteria itemized below. The committee will interview the firms submitting the top three (3) highest scoring proposals to make the final selection. The committee may, at its discretion, increase the number firms to be interviewed based on the depth of the field.

1. Project Approach (40 points)

- a. How the Proposer approaches fulfilling the tasks within the Scope of Work.
- b. The Proposer's strategy for using any subcontractors effectively.
- c. How the Proposer will make initial payments to lead professionals and relocation services, and then submit supporting documentation for reimbursement of funds paid from the City at a later time.

2. Assigned Project Staff (20 points)

- a. Practical experience and technical qualifications of key staff in:
 - Program operation of a similar program
 - Program design and implementation
 - Project management
 - Building renovation management services
 - Database usage
 - Working with diverse population with various cultural backgrounds
 - Documentation experiences
- b. Professional qualifications and education; and
- c. Workload, staff availability and accessibility
- d. Bilingual capability (Chinese, Filipino, and Spanish)

3. Experience of Prime Proposing Firm and Subcontracting Firms (20 points)

- a. Expertise and breadth and depth of practice of the firm and sub-contractors in the fields necessary to complete the tasks.
- b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and
- c. Success with similar projects.

X. ORAL INTERVIEWS (50 POINTS)

Following the evaluation of the price and written proposals, the committee will invite each of the three (3) proposers receiving the highest cumulative scores to an oral interview. Invited proposers will also be required to submit a letter of reference from each reference listed in their submitted **Attachment 2: Proposer Questionnaire and References** ~~Attachment 4 (Proposer Info & References)~~ within five (5) business days of notification. Failure to do so may result in rescission of their invitation. The interview will consist of standard questions asked of each of the proposers, and specific questions regarding each individual proposal. 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 committee will score answers for each question. The committee will base the scoring on communication of the proposed project plan, experience, approach, professional qualifications, similar project experience, and on the letters of reference.

The Department will add the scores of the Oral Interview to the scores from the price proposal and written proposal to select the firm receiving the highest cumulative score for contract negotiations. The Department will only select one (1) firm.

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)

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 City's website 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.