

City and County of San Francisco
Sourcing Event ID 0000010800 | Dept Contract ID: TC70888

Formal Invitation for Bids for:
Fuel and Related Products

Bid Addendum No. 1

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



| Bid Phase | Tentative Date |
|---|---|
| Invitation for Bids Issued | July 31, 2025 |
| Pre-Bid Conference | Thursday, August 7, 2025; 10:30 A.M. Join on your computer: Meeting ID: 290 032 856 728 5 Passcode: Lc73Y4XP OR CALL IN (AUDIO ONLY): +1 415-906-4659,13978248# United States, San Francisco Phone conference ID: 139 782 48# |
| Deadline for Written Questions | Monday Wednesday , August 18 13 , 2025 at 12:00 P.M. |
| Bid Due Date | Wednesday Friday , August 20 15 , 2025 at 2:00 P.M. |
| Bid Opening | Wednesday Friday , August 20 15 , 2025 at 2:00 P.M. |
| Notice of Intent to Award | TBA |
| 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: | Mark Farley Supervising Purchaser, OCA City Hall, Room 430 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Phone: (628) 652-1608 Email: mark.farley@sfgov.org |

Attachments

- Attachment 1: City's Contract Terms
- Attachment 2: Bidder Questionnaire and References
- Attachment 3: CMD LBE Forms (Reserved)
- Attachment 4: Bid Sheet Template
- Attachment 5: HCAO and MCO Declaration Forms (Reserved)
- Attachment 6: First Source Hiring Form

MANDATORY MINIMUM QUALIFICATION DOCUMENTATION

Bidders must meet each Minimum Qualification (MQ) listed below. As outlined in the table below, certain documents must be provided with your Bid, while others are due upon being deemed the Apparent Lowest Bidder by OCA. A bid that fails to provide the following documentation at the time requested, will not be eligible for further consideration.

| MQ # | Description | When Due to OCA |
|--------------|--|---|
| MQ #1 | Completed Attachment 2, City's Questionnaire and References. | Bid Due Date |
| MQ #2 | Completed Attachment 4, Bid Sheet Template | Bid Due Date |
| MQ #3 | Evidence that Bidder has experience in the sale of goods and/or services requested by this Solicitation for at least the previous five (5) consecutive years. | When deemed the Lowest Apparent bidder by OCA |
| MQ #4 | Bidder shall possess all permits, licenses and professional credentials necessary to supply and transport products and perform services as required in this IFB. | When deemed the Lowest Apparent bidder by OCA |
| MQ #5 | Successful bidder must furnish completed Material Safety Data Sheets (MSDS) within ten days of notification to do so for any product supplied under this contract that contains a hazardous substance. Failure to furnish the required completed MSDS for each applicable item may result in rejection of the bid. | When deemed the Lowest Apparent bidder by OCA |
| MQ #6 | Provide Emergency Response Plan | When deemed the Lowest Apparent bidder by OCA |

Table of Contents

| | | |
|--------------|--|----------|
| I. | Introduction and Solicitation Schedule | 1 |
| A. | Introduction | 1 |
| B. | Anticipated Contract Term | 2 |
| C. | Anticipated Contract Not to Exceed Amount | 2 |
| D. | Indefinite Quantity, As-Needed Contract | 2 |
| E. | Cooperative Agreement | 2 |
| F. | Solicitation Schedule | 2 |
| G. | Contract Terms and Negotiations | 3 |
| II. | Goods and Services Requested | 3 |
| A. | Goods and/or Services Requested | 3 |
| B. | Reserved | 3 |
| C. | Green Purchasing Requirements | 3 |
| D. | Alternates and Samples | 4 |
| E. | Freight on Board and Shipping Costs | 4 |
| III. | Local Business Enterprise (LBE) Program Requirements | 4 |
| A. | CMD Compliance Officer | 4 |
| B. | Application of LBE Bid Discounts | 4 |
| C. | LBE Subcontracting Participation Requirements | 5 |
| D. | Reserved. | 5 |
| IV. | Bid Evaluation Criteria | 5 |
| V. | Minimum Qualifications AND Documentation Required FROM APPARENT LOWEST BIDDER (Pass/Fail) | 5 |
| VI. | Bid Price | 6 |
| A. | Bid Format | 6 |
| B. | Bid Evaluation Period | 6 |
| C. | Price Discrepancies | 6 |
| D. | Bidding on Separate Items or in Aggregate(s) | 6 |
| E. | Application of Discounts for Evaluating Lowest Responsive Bidder | 6 |
| VII. | Supporting Documentation Required 30 Days After Issuance of the Notice of Intent to Award | 8 |
| VIII. | Failure to Provide Insurance and/or Bonds | 8 |
| IX. | City's Social and Economic Policy Requirements | 8 |
| A. | Nondiscrimination Requirements | 9 |
| B. | Reserved. | 9 |
| C. | Reserved. | 9 |
| D. | Reserved. | 9 |
| E. | First Source Hiring Program | 9 |
| F. | Reserved. | 9 |
| G. | Non-Profit Entities | 9 |
| H. | Other Social Policy Provisions | 9 |
| X. | Terms and Conditions for Receipt of Bids | 9 |
| A. | How to Register as a City Supplier | 9 |
| B. | Bid Questions and Submissions | 10 |
| C. | Bid Addenda | 11 |
| D. | Public Disclosure | 11 |
| E. | Limitation on Communications During Solicitation | 11 |
| F. | Bid Selection Shall Not Imply Acceptance | 12 |
| G. | Cybersecurity Risk Assessment | 12 |
| H. | Solicitation Errors and Omissions | 12 |

| | | |
|----|--|----|
| I. | Objections to Solicitation Terms | 12 |
| J. | Protest Procedures | 12 |
| K. | Bid Term | 13 |
| L. | Revision to Bid | 13 |
| M. | Bid Errors and Omissions | 13 |
| N. | Financial Responsibility | 14 |
| O. | Bidder's Obligations under the Campaign Reform Ordinance | 14 |
| P. | Reservations of Rights by the City | 14 |
| Q. | No Waiver | 15 |
| R. | Other | 15 |

I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Invitation for Bids (hereinafter “IFB” or “Solicitation”) is being issued by The Office of Contract Administration (hereinafter, “OCA” or “City”). OCA, on behalf of all City Departments, is seeking qualified suppliers (“Bidders”) to provide offers (“Bid”) for Fuel and Related Products.

The City has approximately 65 departments, ranging from small to very large. Some departments maintain facilities located outside of the geographic limits of the City. City Departments 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.

When applicable and practical, Bidders are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City’s most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

2. Selection Overview (Gasoline and Diesel Fuel Aggregates)

Bidders may choose to submit pricing as a Primary Provider and/or Secondary Provider on Bid Sheets. Submitting a proposal as a Primary Provider means a Contractor wishes to be the contracted vendor to provide fuel to City and/or Sierra locations according to the sites and estimated volumes provided in Attachment 1, Appendix C. Proposals for Primary Providers will be evaluated and ranked according to being the lowest responsive Bid. Submitting a proposal as a Secondary Provider means a Contractor wishes to be the contracted vendor called upon by a City department should the contracted Primary Provider occasionally fail to fulfil a fuel delivery. The City intends to make a single contract award for its Secondary Provider.

For each fuel aggregate (Aggregates 1, 1a, 2, 2a), the City intends to award up to two contracts: (1) A first place primary contract shall be awarded to the Bidder that meets the Minimum Qualifications of this Solicitation whose Bid is the Lowest Responsive Primary Bid (“Primary Contractor”) when bidding as Primary Provider on Bid Sheets; and, (2) A second place primary contract may be awarded to the Bidder that meets the Minimum Qualifications of this Solicitation whose Bid is the second Lowest Responsive Bid (“Second Place Primary Contractor”) when bidding as Primary Provider on Bid Sheets. In the event the Primary Contractor fails to consistently provide the awarded goods and/or services in accordance with the contract terms and the City elects to temporarily or permanently change the provider of awarded goods and/or services, the Second Place Primary Contractor will be required to provide said goods and/or services at the pricing submitted in its bid sheets while bidding as Primary Provider until such time the Primary Contractor can demonstrate to the satisfaction of City that it is ready, willing and able to provide said goods and/or service to City. In the event the Second Place Primary Contractor also fails to consistently provide the awarded goods and/or services in accordance with the contract terms, the City reserves the right to request those goods and/or services from any other source.

The City shall also award a secondary contract to the Bidder that meets the Minimum Qualifications of this Solicitation whose Bid is the Lowest Responsive Bid (“Secondary Contractor”) when bidding as Secondary Provider on Bid Sheets. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Bid compliance with Local

Business Enterprise (LBE) requirements and assign a Bid Discount to Bid scores. During the course of the resulting contract(s), the Secondary Contractor will provide fuel in isolated instances where the Primary Contractor cannot provide awarded goods and/or services as scheduled or promised.

Responsive Bids will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Bid compliance with Local Business Enterprise (LBE) requirements and assign a Bid Discount to Bid scores.

3. Selection Overview (Diesel Exhaust Fluid Aggregate)

For Diesel Exhaust Fluid (DEF) the City shall award a single contract to the Bidder that meets the Minimum Qualifications of this Solicitation whose Bid is the Lowest Responsive Bid. Responsive Bids will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Bid compliance with Local Business Enterprise (LBE) requirements and assign a Bid Discount to eligible Bids.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of ~~five (5)~~ ~~seven (7)~~ years. The City at its sole, absolute discretion, shall have the option to extend the term for up to three (3) additional years for a total of ~~eight (8)~~ ~~ten (10)~~ years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of ~~\$156,000,000~~ ~~\$218,000,000~~ for the initial term. This amount is based on City’s estimated spend over the advertised initial contract term. Should City’s actual spend exceed its estimated spend for the initial term, City may in its sole discretion increase the contract NTE for the initial term. Should City exercise its options to extend the contract beyond the initial term, City may also elect to increase the NTE proportionally.

D. Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of goods or services for any of the Bidders selected for contract negotiations or for the awarded Bidder(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 Bidder under the same terms and conditions of any contract awarded pursuant to this Solicitation.

F. 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 Bidder to check for any Addenda to this Solicitation or other published pertinent information.

| Bid Phase | Tentative Date |
|---|--|
| Invitation for Bids Issued | July 31, 2025 |
| Pre-Bid Conference | Thursday, August 7, 2025; 10:30 A.M. Join on your computer: Meeting ID: 290 032 856 728 5 Passcode: Lc73Y4XP OR CALL IN (AUDIO ONLY): +1 415-906-4659,,13978248# United States, San Francisco Phone conference ID: 139 782 48# |
| Written Questions Due Date | Monday Wednesday , August 18 13 , 2025 at 12:00 P.M. |
| Bid Due Date | Wednesday Friday , August 20 15 , 2025 at 2:00 P.M. |
| Notice of Intent to Award | TBA |
| 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. |
| <p style="text-align: center;">Pre-Bid Conference Details</p> <p>The Pre-Bid Conference will begin at the time specified. Bidders' 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-Bid Conference shall not excuse the awarded Bidder 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-Bid Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Bidder to check for any Addendum to this Solicitation or other published pertinent information.</p> | |

G. Contract Terms and Negotiations

The successful Bidder will be required to enter into the contract attached hereto as Attachment 1, City's Contract Terms. **City's Contract Terms are not subject to negotiation.** Failure to timely execute City's Contract Terms, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required by City's Contract Terms, shall be deemed an abandonment of the Bid and City, in its sole discretion, may select another Bidder and proceed against the original selectee for damages.

II. GOODS AND SERVICES REQUESTED

A. Goods and/or Services Requested

This Solicitation is being issued by OCA. OCA is seeking qualified Bidders to provide Bids for Fuel and Related Products, in accordance with Appendix A, Scope of Work, to City's Contract Terms (Attachment 1).

B. Reserved

C. Green Purchasing Requirements

In preparation for any Bid submitted in response to this Solicitation, Bidders 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, Bidders are encouraged to refer to Attachment 1, City's Contract

Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

D. Alternates and Samples

When the name of a manufacturer, brand or make, with or without model number, is used in describing any item in this document, Bids for similar goods will be considered.

Unless Bidder states to the contrary, goods offered will be assumed to be the specific goods named in this document. If not offering the specific article named, Bidder should enclose with their Bid full information, specifications and descriptive data on items offered. City may require any testing, inspection or documentation necessary to determine suitability of alternates offered. All such testing, inspection or documentation shall be at the Bidder's expense. Failure to provide same within 30 days of notification to do so shall be considered a withdrawal of Bid. The City will also have discretion to accept or reject goods submitted as approved equals for its intended use. Bidder is responsible for identifying any deviations from the City's stated specifications.

E. Freight on Board and Shipping Costs

Goods shall be shipped Freight on Board to any destination named in a Purchase Order issued by City against a contract awarded pursuant to this Solicitation. The cost of shipment must be incorporated into the offered unit costs.

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. CMD Compliance Officer

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

Vivian Liu
Contract Monitoring Division
City and County of San Francisco
Tel: 415.554.0656
Email: Vivian.Y.Liu@sfgov.org
Website: www.sfgov.org/cmd.

B. Application of LBE Bid Discounts

LBE Bid Discounts shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

1. Commodities

| 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 Bidder's participation.</i> |
| Greater than \$10,000,000. | 0% | 0% |

2. Reserved.

3. Reserved.

C. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because this is a contract primarily for Commodities.

D. Reserved.

IV. BID EVALUATION CRITERIA

| Evaluation Phase | Evaluation Criteria |
|--------------------------------------|---------------------|
| Minimum Qualifications Documentation | Pass/Fail |
| Bid Sheet | Lowest Price |

V. MINIMUM QUALIFICATIONS AND DOCUMENTATION REQUIRED FROM APPARENT LOWEST BIDDER (PASS/FAIL)

Bidders must meet each Minimum Qualification (MQ) listed below. As outlined in the table below, certain documents must be provided with your Bid, while others are due if Bidder is deemed the Apparent Lowest Bidder by OCA. Such documentation should be clearly marked as "MQ1", MQ2", etc.... to indicate which MQ it supports. A bid that fails to provide the following documentation at the time requested, will not be eligible for further consideration. **This screening is a pass or fail determination and a Bid 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 Bidders prior to rejecting a Bid for failure to meet the Minimum Qualifications.

| MQ # | Description | When Due to OCA |
|--------------|---|---|
| MQ #1 | Completed Attachment 2, City's Questionnaire and References. | Bid Due Date |
| MQ #2 | Completed Attachment 4, Bid Sheet Template | Bid Due Date |
| MQ #3 | Evidence that Bidder has experience in the sale of goods and/or services requested by this Solicitation for at least the previous five (5) consecutive years. | When deemed the Lowest Apparent bidder by OCA |
| MQ #4 | Bidder shall possess all permits, licenses and professional credentials necessary to supply | When deemed the Lowest Apparent bidder by OCA |

| | | |
|--------------|---|---|
| | and transport product and perform services as required in this IFB. | |
| MQ #5 | Successful bidder must furnish completed Material Safety Data Sheets (MSDS) within ten days of notification to do so for any product supplied on this contract that contains or is considered to be a hazardous substance. Failure to furnish completed MSDS for each item required may result in rejection of the bid. | When deemed the Lowest Apparent bidder by OCA |
| MQ #6 | Provide Emergency Response Plan | When deemed the Lowest Apparent bidder by OCA |

VI. BID PRICE

A. Bid Format

The Bid Sheet associated with this Solicitation is attached hereto as Attachment 4. Include a completed Bid Sheet with your Bid, following all instructions set forth therein.

B. Bid Evaluation Period

The City will attempt to evaluate Bids within ninety (90) days after receipt of Bids. If City requires additional evaluation time, all Bidders will be notified in writing of the new expected award date.

C. Price Discrepancies

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

D. Bidding on Separate Items or in Aggregate(s)

Multiple Aggregates: This Solicitation will result in separate evaluations and awards of five (5) Aggregates, each consisting of one or more lines on the Bid Sheet Template. Each Aggregate will be evaluated separately and awarded to the highest-ranking Bidder for that Aggregate. The Bid price for each Aggregate shall equal the total cost of all line items within that Aggregate and shall be evaluated against other Bids for that Aggregate, after being reduced by any applicable LBE discounts, Local Tax discounts and/or Prompt Payment discounts.

E. Application of Discounts for Evaluating Lowest Responsive Bidder

1. Application of LBE Bid Discount to Bid Price

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

2. Application of Prompt Payment Discounts to Bid Price

Prompt Payment discount (discount for prompt payment) will be taken into consideration in determining the Lowest Responsive Bid.

- a. The prompt payment period must be at least 30 days. Example: “1%/30 Net31.”
- b. The evaluation discount will be equal to the prompt payment discount amount, up to a maximum evaluation discount of 2%. Example: Prompt payment discount offered is 3%. Evaluation discount to be applied will be 2%.

3. Application of Anticipated Local Tax Revenue Discount to Bid Price

Subject to subsection (d) below and solely for the purpose of determining the lowest responsive Bidder, Bids for taxable Commodities with a value greater than \$1,000 shall be reduced by 1.25% when such Bid was submitted by a Bidder with a local presence in San Francisco as defined in subsection (a) below. The price adjustment shall be in addition to any other discounts, preferences, or adjustments required by City law.

- a. **San Francisco Presence Defined.** For the purposes of determining eligibility for the price adjustment set forth in this Section 21.32 only, Local San Francisco presence shall mean a business that is physically located at and registered with the Office of the Treasurer & Tax Collector's Business Registration records as being located at an address located within the geographic limits of the City.
- b. **Combination of Goods and Services:** Where a Bid is for a combination of goods and services, the 1.25% discount shall be applied only to the Commodities portion of the Bid Price.
- c. **Indefinite Quantity of Goods:** Where a Bid is for goods with an indefinite quantity, the 1.25% discount shall be applied only to a fixed portion of the Commodities which City, in its sole discretion, estimates the City will purchase over the term of the contract.
- d. **Exceptions.** The following Commodities purchases shall not be subject to the 1.25% price adjustment:
 - i. Purchases paid for with City Retirement or Health Services System trust funds;
 - ii. Purchases where the City is entering into a cooperative procurement with one or more other jurisdiction; or
 - iii. Purchases where the price adjustment would conflict with conditions contained in federal or state grants or violate preemptive federal or state law or the City Charter.

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 Bids for commodities and services.

| ABC Firm Bid Attributes | | | | | |
|--|------------------------------------|-----------------------------------|---|---|---|
| <ul style="list-style-type: none"> Is a Certified Micro LBE Has an SF Presence as defined by Admin Code 21.32 Is offering 4%/30 Net31 Prompt Payment Discount | Offered Bid Price (Pre-Tax) | 14B LBE Bid Discount (10%) | Prompt Payment Terms Discount (2% Max) | 21.32 Local Tax Revenue Discount (1.25%) | Evaluated Price when determining Lowest Responsive Bid |
| Commodities | \$2,000 | (\$200) | (\$40) | (\$25) | \$1,735 |
| Services | \$1,000 | (\$100) | (\$20) | N/A to Services | \$880 |
| Total | \$3,000 | (\$300) | (\$60) | (\$25) | \$2,615 |

VII. SUPPORTING DOCUMENTATION REQUIRED 30 DAYS AFTER ISSUANCE OF THE NOTICE OF INTENT TO AWARD

Bidders must provide each Required Supporting Documentation (“RSD”) identified below no later than 30 calendar days after issuance of the Notice of Intent to Award. Failure to do so may result in the Bid being deemed Non-Responsive.

| | |
|---------------|--|
| RSD #1 | Evidence that Bidder is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132. |
| RSD #2 | Completed Bid Attachments: <input type="checkbox"/> Attachment 5: HCAO and MCO Declaration Forms <input checked="" type="checkbox"/> Attachment 6: First Source Hiring Form |
| RSD # | Insurance in accordance with Article 5 of Attachment 1, City’s Contract Terms. |

VIII. 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 Bidder to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Bidder 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 Bidder has abandoned its Bid. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

IX. CITY’S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

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

A. Nondiscrimination Requirements

A Bidder selected pursuant to this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

B. Reserved.

C. Reserved.

D. Reserved.

E. First Source Hiring Program

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

F. Reserved.

G. Non-Profit Entities

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

H. Other Social Policy Provisions

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

X. TERMS AND CONDITIONS FOR RECEIPT OF BIDS

A. 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 Articles 131 and 132 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.
- **San Francisco Labor and Employment Code Articles 131 and 132 Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: www.sfgov.org/cmd.

B. Bid Questions and Submissions

1. Bidder Questions and Requests for Clarification

Bidders shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Bidders who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Bidder 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. Bid Format

Bids 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 Bids. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Bid.

3. Time and Place for Submission of Bids

Prior to the Bid submission deadline, Bidders must upload their complete Bids into the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>. Late submissions will not be considered. Each original Bid 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 Bids from further consideration. Late Bid submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Bid.

Bidders are encouraged to upload their Bids 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 Bidder is unable to upload its complete Bid into the SF Supplier Portal, Bidder must email its Bid to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Bid submission deadline and request confirmation of receipt. Bidder must include in its email: (a) documentation (e.g. screenshots) verifying its inability to upload its Bid into the SF Supplier Portal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

C. Bid Addenda

The City may modify this Solicitation, prior to the Bid 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 Bidders must monitor the event for new versions. **The Bidder shall be responsible for ensuring that its Bid reflects any and all Addenda issued by the City prior to the Bid Due Date regardless of when the Bid is submitted.** Therefore, the City recommends that the Bidder consult the website frequently, including shortly before the Bid Due Date, to determine if the Bidder has downloaded all Solicitation Addenda. It is the responsibility of the Bidder 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 BIDDERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND CITY’S CONTRACT TERMS.

D. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Bids, responses, and all other records of communications between the City and Bidders 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 Bidder(s) of the Request and to provide the Bidder with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Bidder asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Bidder 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 Bidder seeks judicial relief on or before the Response Date. Should Bidder fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

E. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Bidders and their subcontractors, vendors, representatives and/or other parties under Bidder’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 Bidder or potential Bidder from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

F. Bid Selection Shall Not Imply Acceptance

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

G. Cybersecurity Risk Assessment

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

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

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City's Cyber Risk Assessment Questionnaire:** Bidder'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 Bidder. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may afford a potential Bidder an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

H. Solicitation Errors and Omissions

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

I. Objections to Solicitation Terms

Should a Bidder object on any ground to any provision or legal requirement set forth in this Solicitation, the Bidder 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 Bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

J. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Bidder 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 Bidder, 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 Bidder 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 Bidder, 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 Bidder 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 Bidder, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

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

K. Bid Term

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

L. Revision to Bid

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

M. Bid Errors and Omissions

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

N. Financial Responsibility

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

O. Bidder'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, Bidders are hereby advised:

1. Submission of a Bid in response to this Solicitation may subject the Bidders to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Bidders, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Bid in response to this Solicitation, Bidders are required to notify their affiliates and subcontractors listed in the awarded contract or Bid 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 Bid. 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 Bid 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, Bidders should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

P. Reservations of Rights by the City

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

1. Waive or correct any defect or informality in any response, Bid, or Bid procedure;
2. Reject any or all Bids;
3. Reissue the Solicitation;
4. Prior to submission deadline for Bids, 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 Bids;

5. Procure any materials, equipment or services specified in this Solicitation by any other means; or

6. Determine that the subject goods or services are no longer necessary.

Q. No Waiver

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

R. Other

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

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Bidder'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 Bidder'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 Bidder'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 Bidder and may proceed against the original selectee for damages.

4. City reserves the right to reject any Bid on which the information submitted by Bidder fails to satisfy City and/or if Bidder 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 Bidder or any related communication/clarification may result in the disqualification of its Bid from receiving further evaluation and a contract award.