

# City and County of San Francisco

## Sourcing Event ID 1000000524

### Formal Request for Proposals for: Fixed Income Custody Services

This Solicitation can be viewed on the City's Supplier Portal and TTX website at:

<https://sfcitypartner.sfgov.org/pages/index.aspx>  
<https://sftreasurer.org/about-us/request-proposals>



Proposal Phase	Tentative Date
Request for Proposals Issued	Thursday, March 6, 2025
Written Questions Due Date	Friday, March 14, 2025
Questions and Answers Posted	Friday, March 21, 2025
Proposal Due Date	Friday, April 4, 2025
<b>[Optional]</b> Short-Listing Notification for Oral Interviews	Monday, April 14, 2025
<b>[Optional]</b> Oral Interviews	Week of April 21, 2025
Notice of Intent to Award	Wednesday, April 30, 2025
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Patrick Pacleb Contracts Analyst Office of the Treasurer and Tax Collector ttx.rfp@sfgov.org

#### **Attachments**

- Template A: Cover Sheet
- Template B: Minimum Qualification Response
- Template C: Scope of Work
- Template D: Cost Workbook
- Appendix A: TTX Investment Policy
- Appendix B: City's Contract Terms

## Table of Contents

- I. Introduction and Solicitation Schedule.....1**
  - A. Introduction..... 1
  - B. Anticipated Contract Term ..... 1
  - C. Anticipated Contract Not to Exceed Amount ..... 1
  - E. Cooperative Agreement ..... 1
  - F. Solicitation Schedule ..... 1
  - G. Contract Terms and Negotiations..... 2
- II. Goods and Services Requested.....2**
  - A. Goods and/or Services Requested..... 2
  - C. Green Purchasing Requirements..... 2
- III. Local Business Enterprise (LBE) Program Requirements .....2**
  - C. LBE Subcontracting Participation Requirements..... 2
- IV. Proposal Evaluation Criteria .....3**
- V. Minimum Qualifications Documentation Required with Proposal (Pass/Fail) .....3**
- VI. Written Proposal (60 POINTS).....3**
- VII. Price Proposal (40 Points) .....3**
  - A. Price Proposal Format and Allocation of Points ..... 3
  - B. Price Proposal Evaluation Period..... 4
- VIII. Oral Interviews (25 Points) .....4**
- IX. Supporting Documentation Required Prior to Contract Execution .....4**
- X. Failure to Provide Insurance and/or Bonds .....4**
- XI. City’s Social and Economic Policy Requirements .....5**
  - A. Nondiscrimination Requirements..... 5
  - C. Health Care Accountability Ordinance (HCAO)..... 5
  - D. Minimum Compensation Ordinance (MCO)..... 5
  - E. First Source Hiring Program..... 6
  - H. Other Social Policy Provisions..... 6
- XII. Terms and Conditions for Receipt of Proposals.....6**
  - A. How to Register as a City Supplier ..... 6
  - B. Proposal Questions and Submissions ..... 6
  - C. RFP Addenda..... 7
  - D. Public Disclosure..... 7
  - E. Limitation on Communications During Solicitation ..... 8
  - F. Proposal Selection Shall not Imply Acceptance ..... 8
  - G. Cybersecurity Risk Assessment..... 8
  - H. Solicitation Errors and Omissions ..... 8
  - I. Objections to Solicitation Terms..... 9
  - J. Protest Procedures ..... 9
  - K. Proposal Term..... 9
  - L. Revision to Proposal ..... 10
  - M. Proposal Errors and Omissions ..... 10
  - N. Financial Responsibility ..... 10
  - O. Proposer’s Obligations under the Campaign Reform Ordinance ..... 10
  - P. Reservations of Rights by the City ..... 11
  - Q. No Waiver ..... 11

R. Other..... 11

## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

#### **1. General**

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the Office of the Treasurer and Tax Collector (hereinafter, “TTX” or “City”). TTX, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) for Fixed Income Custody Services.

#### **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 5 years. The City at its sole, absolute discretion, shall have the option to extend the term for 5 additional years for a total of 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 \$1,100,000 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. Reserve.**

### **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. Solicitation Schedule**

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other published pertinent information.

<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	Thursday, March 6, 2025
Written Questions Due Date	Friday, March 14, 2025
Proposal Due Date	Friday, April 4, 2025

[Optional] Short-Listing Notification for Oral Interviews	Monday, April 14, 2025
[Optional] Oral Interviews	Week of April 21, 2025
Notice of Intent to Award	Wednesday, April 30, 2025
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.

**G. Contract Terms and Negotiations**

The successful Proposer will be required to enter into a contract substantially in the form attached hereto as Appendix B, City’s Contract Terms. **If Proposer is unable to accept City’s Contract Terms substantially in the form presented, the winning Proposer shall submit a revised copy of City’s Contract Terms within 10 days of the Notice of Intent to Award.** The City, at its sole discretion, may consider revision requests that the Proposer submits after this deadline. The revised copy of City’s Contract Terms 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.

**II. GOODS AND SERVICES REQUESTED**

**A. Goods and/or Services Requested**

This Solicitation is being issued by TTX. TTX is seeking qualified Proposers to provide Proposals for Fixed Income Custody Services, in accordance with Template C, Scope of Work.

**B. Reserved.**

**C. 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 Appendix B, City’s Contract Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

**D. Reserved.**

**E. Reserved.**

**III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS**

**A. Reserved.**

**B. Reserved.**

**C. LBE Subcontracting Participation Requirements**

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

D. Reserved.

E. Reserved.

**IV. PROPOSAL EVALUATION CRITERIA**

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	40 Points
Written Proposal	60 Points
<b>[Optional]</b> Oral Interviews	25 Points
<b>TOTAL</b>	<b>125 Points</b>

**V. MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED WITH PROPOSAL (PASS/FAIL)**

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc.... to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

<b>MQ #</b>	<b>Description</b>
<b>MQ 1</b>	The Proposer does qualify as a trust company, as described in California Government Code section 16550.
<b>MQ 2</b>	The Proposer is proposing that, if a trade runs the risk of not settling by the cut-off time, an account representative will communicate with the City's Investment personnel via telephone, text and a follow up email to alert them as to the situation.
<b>MQ 3</b>	The Proposer has been providing custody services for a minimum of 5 years.

**VI. WRITTEN PROPOSAL (60 POINTS)**

In addition to submitting the template form attesting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth **in Template C, Scope of Work**. The total page count should not exceed ten (10) pages.

**VII. PRICE PROPOSAL (40 Points)**

**A. Price Proposal Format and Allocation of Points**

Proposers must also submit a complete Price Proposal as prescribed **in Template D, Cost Workbook**.

**B. Price Proposal Evaluation Period**

The City will attempt to evaluate Price Proposals within one-hundred eighty (180) 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. Reserved.**

**VIII. ORAL INTERVIEWS (25 POINTS)**

TTX reserves the right to conduct oral interviews as part of the selection process. Oral interviews may be conducted for the top two scoring proposals that meet the minimum qualifications. Prior to Oral interviews, the City will send a letter to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers’ key/lead team members and to exclude, for example, sub-consultants on multiple teams. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers’ and key/lead team members’ qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer’s responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers **five days prior to the date of interview** to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer’s responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer’s presentation and responses.

**IX. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION**

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

<b>RSD 1</b>	Evidence that Proposer is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
<b>RSD 2</b>	<b>Completed Forms:</b> <input type="checkbox"/> HCAO and MCO Declaration Forms <input type="checkbox"/> First Source Hiring Form
<b>RSD 3</b>	Insurance in accordance with Article 5 of Appendix B, City’s Contract Terms.

**X. FAILURE TO PROVIDE INSURANCE AND/OR BONDS**

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

## **XI. CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS**

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

### **A. Nondiscrimination Requirements**

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

### **B. Reserved.**

### **C. Health Care Accountability Ordinance (HCAO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121 For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. *Refer to Appendix B, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

### **D. Minimum Compensation Ordinance (MCO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. *Refer to Appendix B, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*



## **E. First Source Hiring Program**

A Proposer selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer to Appendix B, 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. Reserved**

## **H. Other Social Policy Provisions**

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

## **XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. How to Register as a City Supplier**

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

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

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

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

### **B. Proposal Questions and Submissions**

#### **1. Proposer Questions and Requests for Clarification**

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

## 2. **Proposal Format**

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5” on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

## 3. **Time and Place for Submission of Proposals**

Prior to the Proposal submission deadline, Proposers must email their completed proposals to the contract administrator listed at the top of the RFP. 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.

### **C. RFP Addenda**

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

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

### **D. Public Disclosure**

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

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

condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

**E. Limitation on Communications During Solicitation**

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

**F. Proposal Selection Shall not Imply Acceptance**

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

**G. Cybersecurity Risk Assessment**

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

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

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

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

**H. Solicitation Errors and Omissions**

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

## **I. Objections to Solicitation Terms**

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

## **J. Protest Procedures**

### **1. Protest of Non-Responsiveness Determination**

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

### **2. Protest of Non-Responsible Determination**

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

### **3. Protest of Contract Award**

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

### **4. Delivery of Protests**

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

## **K. Proposal Term**

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

#### **L. Revision to Proposal**

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

#### **M. Proposal Errors and Omissions**

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

#### **N. Financial Responsibility**

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

#### **O. Proposer's Obligations under the Campaign Reform Ordinance**

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

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

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

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

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\)](#)

[252-3100](https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

**P. Reservations of Rights by the City**

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

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

**Q. No Waiver**

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

**R. Other**

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
  - a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
  - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.