

**City and County of San Francisco**  
**Sourcing Event ID 0000010926 | Dept Contract ID: 2025-02**  
**Formal Request for Proposals for:**  
**Public Access Cable Channel Operator**

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



Proposal Phase	Tentative Date
Request for Proposals Issued	July 15, 2025
Written Questions and Proposed Changes to City's Contract Terms Due Date	2 p.m., July 22, 2025
Proposal Due Date	2 p.m., August 15, 2025
Notice of Intent to Award	September 3, 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:	dtcontracts@sfgov.org

**Attachments**

- Attachment 1: City's Contract Terms, Grant Agreement G-100
- Attachment 2: CMD LBE Forms
- Attachment 3: MCO Declaration Form
- Attachment 4: First Source Hiring Form

**MANDATORY MINIMUM  
QUALIFICATION  
DOCUMENTATION**

Proposers must submit with their proposal documents in support of each Minimum Qualification (MQ) listed below. A proposal that fails to provide the following documentation will not be eligible for further consideration.

MQ #	Description
<b>MQ 1</b>	Proposer's proposed changes to Attachment 1, City's Contract Terms, by the Question Due Date
<b>MQ 2</b>	Completed Attachment 2, CMD LBE Forms.
<b>MQ 3</b>	Completed Attachment 3, MCO Declaration Form
<b>MQ 4</b>	Completed Attachment 4, First Source Hiring Form
<b>MQ 5</b>	Completed Attachment 5, Proposer's Written Proposal
<b>MQ 6</b>	Be a community-based organization that is nonprofit and tax-exempt under Section 501(c) (3) of the Internal Revenue Code and be in good standing with the State of California registry of Charitable Trusts.
<b>MQ 7</b>	Possess at least two years' experience in operating public access operations or media center and management and/or providing training in the production of video content;
<b>MQ 8</b>	Be located in San Francisco and provide services to residents of the City and County of San Francisco;

**MQ 9**

Demonstrate willingness and ability to comply with the City contracting requirements set forth in the [Contract Requirements](#) section of this RFP.

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## I. INTRODUCTION AND SOLICITATION SCHEDULE

### A. Introduction

#### 1. General

The Department of Technology (“DT”) of the City and County of San Francisco, California (“City”), through this Request for Proposals (“RFP”), is seeking proposals from qualified nonprofit organizations for the continued operation of the City’s public access cable television channels. The current RFP is for the operation of the public access channels only; not for the educational or government channels. The channels appear throughout San Francisco on video services operated by Comcast, Wave, and AT&T.

The City’s current operating agreement with the Bay Area Video Coalition (“BAVC”) terminates on September 30, 2025. Under that agreement BAVC has been operating the public access channels, managing a studio for public access producer use and providing related training since October 1, 2013. BAVC has been operated San Francisco’s public access channels under a similar prior since 2009. The City seeks a nonprofit entity with the background and experience to operate the channel beginning on October 1, 2025. These required service levels are described in more detail in the “Scope of Work” section below.

The grantee will be required to develop and enforce channel policies and procedures, including policies that make channel time available on an equitable basis to all qualified producers. Neither the grantee nor City shall control the content of the programming placed on the public channel. The grantee must keep the public access channel open to all potential users regardless of their viewpoint.

The City will award a two-year agreement, with options for renewal up to a total term of eight years, that will include:

- (1) \$180,000 per year for two years to operate Primary Service Level services, which must be provided immediately upon the award of the grant; and
- (2) Up to \$360,000 in facilities and capital funding for equipment, supplies, engineering services and software depending on the needs of the grantee. These funds may be used to equip studios, flash studios, editing suites, field cameras and associated equipment computer labs at a main studio and satellite locations.

The City’s authority to require PEG channel capacity is set forth in Section 611 of the federal Cable Act (47 USC § 531) and in California’s state franchise statute, the *Digital Infrastructure and Video Competition Act* (Cal. Govt. Code § 5800 *et seq.*) (“DIVCA”). These laws grant local governments the authority to require video providers to provide both the channels and financial support.

The City seeks proposals that demonstrate a realistic and achievable plan for immediately assuming channel operations. In addition, the successful applicant should demonstrate that it has the capacity to raise additional revenues.

**Award of any funding for each year of the agreement is contingent on the availability of such funding and the final budget approval by the Mayor and Board of Supervisors.**

#### 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 two (2) years. The City at its sole, absolute discretion, shall have the option to extend the term for 3 additional years for a total of 3 years.

**C. Anticipated Contract Not to Exceed Amount**

The City will award a two-year agreement, with options for renewal up to a total term of eight years, that will include:

- (1) \$180,000 per year for two years to operate Primary Service Level services, which must be provided immediately upon the award of the grant; and
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**Award of any funding for each year of the agreement is contingent on the availability of such funding and the final budget approval by the Mayor and Board of Supervisors.**

**D. Indefinite Quantity, As-Needed Contract. Reserved**

**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.

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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:	dtcontracts@sfgov.org

**G. Contract Terms and Negotiations**

The successful Proposer will be required to enter into a contract in the form attached hereto as Attachment 1, City’s Contract Terms. **City’s Contract Terms are not subject to negotiation.** However, Proposers may identify those contract terms to which they object as part of the questions they submit by the Questions Due Date. City shall evaluate all objections and determine what, if any changes, will be incorporated into City’s Contract Terms prior to the Proposal Due Date. Any such changes will be made known to all Proposers through an Addendum to this Solicitation. Failure to timely execute City’s Contract Terms, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in City’s Contract Terms, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

**II. GOODS AND SERVICES REQUESTED**

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

This Solicitation is being issued by the Department of Technology. The Department of Technology is seeking qualified Proposers to provide Proposals for a qualified nonprofit organization to continue operation of the City’s public access cable television channels.

**Scope of Work**

The successful applicant must be prepared to operate the channel upon award of the grant, with specific attention to public access producers, community-based organizations and public access viewers.

Services must include, but are not necessarily limited to, the following:

1. Scheduling of the channel and playback of programs produced by public access producers, including basic maintenance of related equipment.
2. Retention of certified producers, and assistance in producing initial and subsequent Public Access Programming.
3. Administration, oversight, and enforcement of channel facilities and policies.
4. Organized and regularly scheduled training for community producers.
5. Check-out/in of equipment and reservation of facilities used by community producers.
6. Ensuring adequate staff or volunteer personnel are available to operate the studio and control room facilities as needed.
7. Preventive and corrective maintenance of facilities and equipment provided for use by community producers.
8. Outreach to and recruitment of community organizations and individuals.
9. Promotion of both the services provided by the public access facility and the programming airing on the access channel.
10. A communal space where community producers can meet.
11. Cooperation with recipients of Mayor’s Office of Housing and Community Development’s Community Media Grants to ensure that content generated by the Community Media Grantees can be presented on the public access channels.
12. Outreach to neighborhood institutions, such as Libraries, Cultural Centers, and other video training providers to accept video programming. (Optional.)

- 13. System for automating ingest of programming that allows remote upload in a variety of formats and facilitates automated archiving. (Optional.)
- 14. Annual operating report

**B. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited**

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

**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 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. Reserved**

**E. Freight on Board and Shipping Costs. Reserved**

**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:

Regina Chan  
 Contract Monitoring Division  
 City and County of San Francisco  
 Tel: 415.554 0651  
 Email: [cmd.info@sfgov.org](mailto:cmd.info@sfgov.org)  
 Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

**B. Application of LBE Rating Bonuses.**

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

- 1. **Commodities. Reserved**
- 2. **General and Professional Services**

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

		<i>Professional Services, an JV Proposer's participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

**3. Professional Services by Joint Ventures**

<b>Estimated Contract Value</b>	<b>Small/Micro LBE Subcontracting Level</b>	<b>Rating Bonus</b>
Greater than \$10,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%
If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.		

**ii. LBE Subcontracting Participation Requirements**

Although LBE Subcontracting Participation Requirements do not apply to Contracts awarded pursuant to this Solicitation, Bidders responding to this Solicitation must submit response packages that include the CMD LBE Forms included in Attachment 3, *with the exception of CMD Form 2B entitled "Good Faith Efforts Form"*. The applicable forms are:

**iii. LBE Payment and Utilization Tracking. Reserved**

**B. PROPOSAL EVALUATION CRITERIA**

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Minimum Qualifications Documentation	Pass/Fail
Written Proposal	100 Points
<b>TOTAL</b>	<b>100 Points</b>

**C. 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.

MQ #	Description
MQ 1	Proposer's proposed changes to Attachment 1, City's Contract Terms, by the Question Due Date
MQ 2	Completed Attachment 2, CMD LBE Forms.
MQ 3	Completed Attachment 3, MCO Declaration Form
MQ 4	Completed Attachment 4, First Source Hiring Form
MQ 5	Completed Attachment 5, Proposer's Written Proposal
MQ 6	Be a community-based organization that is nonprofit and tax-exempt under Section 501(c) (3) of the Internal Revenue Code and be in good standing with the State of California registry of Charitable Trusts.
MQ 7	Possess at least two years' experience in operating public access operations or media center and management and/or providing training in the production of video content;
MQ 8	Be located in San Francisco and provide services to residents of the City and County of San Francisco;
MQ 9	Demonstrate willingness and ability to comply with the City contracting requirements set forth in the <a href="#">Contract Requirements</a> section of this RFP.

#### D. WRITTEN PROPOSAL (100 POINTS)

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

A. Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the department determines that the proposer does not meet minimum qualifications, proposer may be deemed non-responsible. The City expects the successful applicant to show that it has the experience and resources to immediately provide core public access services, and that it also possesses, or will obtain, additional funding to begin providing enhanced services no later than the beginning of year two of the agreement.

Each applicant should submit information documenting its experience in public access channel operations, financial management and organization as a nonprofit entity, including but not limited to the following:

1. Narrative Description of Service Implementation. A narrative that explains how the applicant will implement the required and optional services.

Applicants must provide, as part of its proposal, the following information to demonstrate how it will implement public access services:

- a. A management plan to ensure efficient and sustainable operations, not to exceed one page. Elements of such a plan may include:
  - Automated program scheduling

- Automated playback and encoding
  - Channel operations and administration
  - Maintenance of equipment and facilities
  - Program goals
- b. Funding and resource development plan, not to exceed one page, excluding attached 3 year revenue projections:
- Strategies for obtaining additional funding
  - Actual or proposed funding sources
  - Pro forma 3-year revenue projections
  - Costs for each of the enhanced services
- c. A plan for channel administration, oversight and governance, not to exceed three pages, which addresses:
- Channel policies, including policies for acceptable use of facilities and channel
  - Handling obscene and illegal content
  - Policies to ensure openness and transparency for all meetings and actions taken by the governing body
  - Enforcement and remedies for violation of policies
  - Appeal of enforcement decisions
  - Role of the City in deciding appeals, if any
- d. A plan for recruiting, retention and development of producers and volunteers, not to exceed one page:
- Producer retention and recruiting
  - Volunteer staff development
  - Training and production support
- e. An outreach and partnership plan, not to exceed one page, which addresses:
- Development of partnerships with community groups, nonprofit groups and government
  - Outreach and marketing plan for public access services and programming
- f. A description of the approach for providing the services listed below, not to exceed three pages total.
- Producer training
  - Equipment check out
  - Operation of studio and control room
  - Outreach and recruitment of new producers
  - Promotion of the public access facility and programs
  - Operation of satellite facilities
  - Automated ingest
  - Meeting place for producers

## 2. Experience

Evaluation of proposals will be based upon the experience of the applicant's Board of Directors and its controlling management personnel. Documentation of all experience shall be supplied by the applicant. Demonstrated experience in the following areas is particularly desired:

- a. Public access operation and management
- b. Training in video production and post-production
- c. Budget planning and implementation
- d. Fundraising and revenue development
- e. Operations planning
- f. Training and retention of community producers
- g. Public relations and community outreach
- h. Familiarity with federal, state, and local government regulation of the communications industry, and with related statutes, ordinances, regulations and case law

### 3. Financial Management and Resources

DT's evaluation of budget proposals will be based on the proposed budget for the first full year of public access management and on the demonstrated ability to generate additional funding. The proposed budget should reflect personnel and corporate business operation costs, including insurance and bonding expenses, as well as expenditures for the implementation of the applicant's management plan. The year-one proposed budget will be particularly reviewed for practicality, economy, and fiscal priorities in light of the applicant's management plan. **The proposed budget must identify non-City funding sources or fundraising plans.**

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In addition, please attach the following:

- a. A narrative not to exceed one, double-spaced page of proposer's existing and potential future funding sources, grants, and foundation monies that the proposer will utilize.
- b. The organization's audited financial statements for the past three years.
- c. The organization's most recent year's operational budget.

In addition, DT's evaluation of the proposals will be based on applicant's demonstration of long-term financial stability. This can be demonstrated through a business plan, pro formas, or other documentation the applicant chooses.

### 4. Organization.

Please provide the following:

- a. List the names and addresses of your principal officers and members of the Board of Directors (attach resumes) and explain their responsibilities.
- b. Attach proof of not-for-profit status.
- c. Provide the following information concerning the organization:
  - i. Organization flow chart
  - ii. Organization by-laws and articles of incorporation
  - iii. Statement of organization's philosophy and mission

### 5. References.

Furnish the names, addresses and telephone numbers of a minimum of three firms or government organizations for which the applicant has provided similar projects within the last three years.

## E. SELECTION CRITERIA

### 1. Proposal Scoring

Written proposals for all proposers meeting the minimum qualifications will be evaluated by a selection committee comprised of parties with expertise in cable access channel management. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

The panel will review how closely an applicant's proposal is to meeting all the requirements set forth in the RFP.

#### Category Maximum Points allowed

1. Experience in public access operations/media center or video training	20
2. Demonstrated financial resources or plan to generate resources in one year	15
3. Management plan for efficiency	15
4. Plan for channel administration, oversight and governance	20
5. Plan for outreach to new producers and retention and development of producers	15
6. Plan for outreach and marketing for public access to and to develop partnerships with community groups, nonprofit groups and government	15
<b>Total Possible Points</b>	<b>100</b>

### 3. Overall Evaluation Process

The evaluation process will consist of the phases specified below with the following allocation of points:

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Screening of Minimum Qualifications	Pass/Fail
Written Proposal	100
<b>TOTAL</b>	<b>100</b>

#### i. 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.

#### ii. 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.

#### iii. Proposing on Separate Items or in Aggregate(s)

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

**iv. Application of Discounts for Evaluating Lowest Responsive Proposer**

**1. Application of LBE Bid Discount to Price Proposal**

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. 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. Application of Prompt Payment Discounts to Price Proposal. Reserved**

**3. Application of Anticipated Local Tax Revenue Discount to Price Proposal. Reserved**

**F. 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 Proposal Attachments:</b> <input type="checkbox"/> Attachment 2: CMD LBE Forms <input type="checkbox"/> Attachment 3: HCAO and MCO Declaration Forms <input type="checkbox"/> Attachment 4: First Source Hiring Form
<b>RSD 3</b>	Insurance in accordance with Article 5 of Attachment 1, City’s Contract Terms.

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

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

**H. CITY’S SOCIAL AND ECONOMIC POLICY REQUIREMENTS**

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

### **i. 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 Attachment 1, City's Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

### **ii. Payment of Prevailing Wages**

Services to be performed by an awarded Contractor under this Solicitation will involve the performance of work covered by the California Labor Code Sections 1720 and 1782, as incorporated within Section 6.22(e) of the San Francisco Administrative Code, (collectively, "Covered Services"), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

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

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121. For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

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

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

#### v. **First Source Hiring Program**

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

#### vi. **Sweatfree Procurement. Reserved**

#### vii. **Non-Profit Entities**

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

#### viii. **Other Social Policy Provisions**

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

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

#### i. **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).

#### ii. **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 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.

### iii. RFP Addenda

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

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

#### **iv. 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.

#### **v. 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.

#### **vi. 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.

#### **vii. 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.

#### **viii. 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.

#### **ix. 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.

#### **x. 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.

#### **xi. 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.

#### **xii. 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.

#### **xiii. 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.

#### **xiv. 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.

#### **xv. 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>.

#### **xvi. 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.

#### **xvii. 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.

#### **xviii. 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.

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.