

City and County of San Francisco

Office of Labor Standards Enforcement (OLSE)



**Request for Proposals
Worker Rights Protection and Labor Law Outreach Services**

Date issued:

Pre-proposal conference:

Proposal due:

March 21, 2022

April 4, 2022, 1:00 p.m

April 20, 2022, 5:00 p.m

City and County of San Francisco

Sourcing Event ID 000006733

Formal Request for Proposals for: Worker Rights Protection and Labor Law Outreach Services

This Solicitation can be viewed on the City's Office of Labor Standards Enforcement (OLSE) website at:
<https://sfgov.org/olse/contracting-opportunities>



Background

The City and County of San Francisco has been a leader in passing local labor laws that protect workers' rights. To date, San Francisco voters and the Board of Supervisors have passed eight permanent local labor laws applying to private-sector employees across the City:

- The Minimum Wage Ordinance;
- The Paid Sick Leave Ordinance,
- The Health Care Security Ordinance;
- The Family Friendly Workplace Ordinance;
- The Fair Chance Ordinance;
- Two Formula Retail Employee Rights Ordinances;
- The Paid Parental Leave Ordinance; And
- Lactation in the Workplace Ordinance.

To increase awareness of these laws among workers most likely to experience wage theft, and to encourage reporting of violations, the Office of Labor Standards Enforcement (OLSE) seeks community-based outreach services in a broad range of low-income and immigrant communities. The vendor will 1) conduct outreach to immigrant and low-wage workers; 2) provide individualized workers' rights consultations and referral services; and 3) conduct media outreach.

Intent of this RFP

It is the intent of the OLSE to identify the most responsive and qualified Proposer(s) to negotiate a contract for Worker Rights Protection and Labor Law Outreach Services. Proposers are not guaranteed a contract.

The original contract period is anticipated to be five years, with no option to extend. Actual contract periods may vary at the City's sole and absolute discretion, depending upon service and program needs. The contractor selected must be available to commence work on or before July 1, 2022

Pursuant to Admin Code Chapter 14B, the Local Business Enterprise (LBE) sub-consulting goal for this Request For Proposals (RFP) and resulting contract(s) is 10%. Rating bonuses will be in effect for any Respondents who are certified as a Small or Micro-LBE. See the RFP Attachment II for more information. The prime contractor selected will be required to meet a 10% LBE subcontracting goal.

Request for Proposals Issuance	March 21, 2022	<p>City-Proposer Communications:</p> <p>Pre-proposal conference attendance is mandatory for firms interested in proposing as prime contractors to this RFP. The City will provide an overview of submission requirements and answer advance questions received about the RFP. The pre-proposal conference will be held virtually on Monday, April 4, 2022 at 1:00pm.</p> <p>Join on your computer or mobile app: Click here to join the meeting Or call in (audio only): +1 415-906-4659 Phone Conference ID: 537 698 113#</p> <p>Join on your computer or mobile app: Click here to join the meeting Or call in (audio only): +1 415-906-4659 Phone Conference ID: 537 698 113#</p> <p>Questions about this RFP will be accepted in advance of the pre-proposal conference. E-mail your questions to yordanos.dejen@sfgov.org before 5 p.m. on Friday, April 1, 2022.</p> <p>All questions, including the pre-proposal questions and answers pertaining to this RFP will be posted on the OLSE website at www.sfgov.org/olse in the “Contracting Opportunities” section.</p>
Pre-Proposal Conference	April 4, 2022, 1:00 p.m	
Deadline for Questions	April 13, 2022, 5:00pm	
Deadline to Submit Proposals	April 20, 2022, 5:00pm	
Notice of Intent to Award	May 13, 2022, 5:00pm	
Period for Protesting Notice of Intent to Award	Within five (5) business days of the City's issuance of a Notice of Intent to Award.	
Contract Administrator:	Yordanos Dejen Senior Administrative Analyst, OLSE City and County of San Francisco City Hall, Room 453 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685 Phone: (415) 554-4559 Email: yordanos.dejen@sfgov.org	

Attachments

- Attachment 1: City’s Proposed Agreement Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD Form 3
- Attachment 4: LBE Participation and Good Faith Outreach Forms
- Attachment 5: Written Proposal Template
- Attachment 6: Price Proposal Template
- Attachment 7: First Source Hiring Form
- Attachment 8: HCAO and MCO Declaration Forms
- *Attachment 9: Reserved (Sweatfree Ordinance Forms)

** Reserved, attachment 9 should not be used.*

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I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by The City and County of San Francisco’s Office of Labor Standards Enforcement (hereinafter, “OLSE or “City”). OLSE, is seeking qualified suppliers (“Proposers”) with demonstrated experience in community-based labor law education & outreach in low-income, immigrant and limited-English-proficient communities, consultations and referral services, and media outreach. (Proposal).

OLSE 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.

Purpose of OLSE’s Worker Rights Protection and Labor Law Outreach Services

The City recognizes that informing workers of their rights and encouraging workers to report violations of labor laws is critical to improving employer compliance and making San Francisco’s labor laws more effective. To strengthen San Francisco’s Minimum Wage Ordinance and to prevent wage theft, the City adopted an amendment to the law in 2006 requiring that the OLSE “establish a community-based outreach program to conduct education and outreach to employees” (see Admin. Code § 12R.25). Every year since that time, the City has allocated funds for community-based outreach to employees and increased funding over time.

The outreach program is supported by research that found workers who are most likely to be victims of wage theft, including low-wage workers, immigrants, limited-English-proficiency workers, and young workers, are less likely to report labor law violations than workers in other groups. When enforcement agencies expect workers to file complaints on their own, in the absence of targeted support or other enforcement strategies, David Weil, former Administrator of the federal Department of Labor’s Wage and Hour Division explains, the agencies “[rely] on the voices of workers who feel the most vulnerable, the most exposed, and are the least likely to pick up the phone. These are workers in industries with low union density and high immigrant populations.” These workers are often misinformed about labor laws, and even when workers in these groups know their rights, they are unlikely to believe that a government agency can recover wages or benefits due, and they are likely to fear retaliation from their employer. The lack of information and fear lead to underreporting of violations in industries and communities where violations of worker rights are common.

The OLSE’s community-based outreach program is designed to address these enforcement challenges by: 1) informing low-wage and immigrant workers about their rights; and 2) creating conditions in which these workers are more likely to report labor law violations. The purpose of the program is to improve understanding of and compliance with all San Francisco labor laws that OLSE enforces, including those listed below.

Minimum Wage Ordinance

Since February 2004, San Francisco employees have been entitled to the San Francisco minimum wage rate. The rate is adjusted each year based on increases in inflation. The current rate is \$16.32 per hour. See Section 12R of the San Francisco Administrative Code

San Francisco Paid Sick Leave Ordinance

Employees who work in San Francisco, including part-time and temporary workers, are entitled to paid time off from work when they are sick or need medical care, or to care for their

family members or designated person when those persons are sick or need medical care. See Chapter 12W of the San Francisco Administrative Code.

Health Care Security Ordinance

Employers with 20 or more employees are required to make health care expenditures. Employers choose how to spend the required funds as long as they use the funds for health care services (e.g. purchase health insurance, set up health spending accounts, enroll employees in the City's City Option program).

For 2022, covered employers with 20 to 99 employees are required to make health care expenditures of \$2.20 per worker per hour paid on their San Francisco employees' health care, Employers with 100 or more employees are required to make health care expenditures of \$3.30 per hour. See Chapter 14 of the San Francisco Administrative Code.

Family Friendly Workplace Ordinance

Employers with 20 or more employees are required to consider employees' requests for flexible or predictable work arrangements to assist with caregiving responsibilities. See Chapter 12Z of the San Francisco Administrative Code.

Fair Chance Ordinance

Employers with 5 or more employees are required to follow rules regarding applicants' and employees' arrest and conviction history and may not inquire about an applicant's history of arrests or convictions until after a live interview. See Article 49 of the San Francisco Police Code.

Formula Retail Employee Rights Ordinances

Large chain employers must follow regulations regarding retention, and scheduling, and treatment of part-time employees. The laws apply to "Formula Retail Establishments" (or chain stores) with at least 40 formula retail establishments worldwide and 20 or more employees in San Francisco as well as their janitorial and security contractors. See Police Code Articles 33F and 33G.

Paid Parental Leave Ordinance

Employers with 20 or more employees are required to supplement an employee's California Paid Family Leave benefits for bonding with a new child so that the employee receives 100% of their normal weekly wage for up to eight weeks. See Article 33H of the San Francisco Police Code.

Lactation in the Workplace Ordinance

Any employers who employs workers in San Francisco must provide employees with lactation breaks and a lactation location, and must have a policy that explains how employees will make a request for lactation accommodation. See Article 33I of the San Francisco Police Code.

2. Selection Overview

The City shall award a primary contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest ranking score (“Primary Contractor”). The City shall also award a secondary contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the second highest ranking score (“Secondary Contractor”). 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. In the event the Primary Contractor fails to provide the awarded goods and/or services in accordance with the contract terms, the Secondary Contractor will be required to provide said goods and/or services 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 Secondary Contractor also fails to 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.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of 5 years. The City does not have the option to extend the contract beyond 5 years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$3,916,380 for the initial term.

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

E. Reserved (Cooperative Agreement)

F. Public Disclosure

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

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

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

G. Limitation on Communications During Solicitation

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

H. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other pertinent information posted on the OLSE website at www.sfgov.org/olse in the “Contracting Opportunities” section.

Proposal Phase	Tentative Date
Request for Proposals Issued	March 21, 2022
Pre-Proposal Conference	April 4, 2022, 1:00pm Join on your computer or mobile app: Click here to join the meeting Or call in (audio only): +1 415-906-4659 Phone Conference ID: 537 698 113#
Deadline for Written Questions	April 13, 2022, 5:00pm
Deadline to Submit Proposals	April 20, 2022, 5:00pm
Notice of Intent to Award	May 13, 2022, 5:00pm
Period for Protesting Notice of Intent to Award	Within five (5) business days of the City's issuance of a Notice of Intent to Award.
Final Award	May 24, 2022
<p>The Pre-Proposal Conference Details: The Pre-Proposal Conference shall be held virtually on Monday, April 4, 2022, 1:00 p.m.</p> <p>Join on your computer or mobile app: Click here to join the meeting. Or call in (audio only): 415-906-4659; Conference ID: 537 698 113#</p> <p>The pre-proposal conference attendance is mandatory for firms interested in proposing as prime contractors to this RFP. The City will provide an overview of submission requirements and answer advance questions received about the RFP. The Pre-Proposal Conference will begin at the time specified. Proposers’ representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation. Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Proposer to check for any Addendum to this Solicitation or other pertinent information posted on the OLSE website at www.sfgov.org/olse in the “Contracting Opportunities” section.</p>	

I. How to Register as a City Supplier

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

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

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

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

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

J. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than the deadline for submission of written questions or requests for clarification.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the OLSE website at www.sfgov.org/olse in the "Contracting Opportunities" section.

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

Electronic Proposal Package:

Proposers must email electronic proposal package to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation, yordanos.dejen@sfgov.org, and the subject line for the email should be **RFP #000006733 Worker Rights Protection and Labor Law Outreach Services**. Electronic proposals and all related materials must be received by 5:00 pm on April 20, 2022 and Proposers must request confirmation of receipt. 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.

K. Proposal Selection

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

L. Contract Terms and Negotiations

The successful Proposer will be required to enter into an Agreement substantially in the form of the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms.

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

M. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within five (5) 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 five (5) 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 five (5) 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 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.

II. CITY'S SOCIAL POLICY REQUIREMENTS

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

A. Proposers Unable to do Business with the City

1. Generally

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

2. Administrative Code Chapter 12X

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

3. Administrative Code Chapter 12B

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

B. Reserved (Payment of Prevailing Wages)

C. Health Care Accountability Ordinance

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

D. Minimum Compensation Ordinance

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

E. First Source Hiring Program

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. *Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

F. Reserved (Sweatfree Procurement)

G. Other Social Policy Provisions

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

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. Application of LBE Bid Discounts and Rating Bonuses

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

1. General and Professional Services

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

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

2. General and Professional Services by Joint Ventures

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
Greater than \$10,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%

If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.

B. LBE Subcontracting Requirements

1. LBE Subcontracting Participation Requirements

The LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation shall be 10%. Subcontracting Participation Requirements can only be met with CMD-certified Small or Micro-LBEs located in San Francisco, a list of which can be found here: http://mission.sfgov.org/hrc_certification/

2. LBE Subcontracting and Good Faith Outreach Forms

All response packages submitted must include the following CMD Forms contained in the CMD Attachment 2 for Architecture, Engineering & Professional Services Contracts at <https://sfgov.org/cmd/file/371> (Attachment 4 of this Solicitation):

- (a) **CMD Form 2A:** CMD Contract Participation Form
- (b) **CMD Form 2B:** Good Faith Outreach Form. Proposer must obtain at least 80 points in order to achieve adequate good faith outreach. If a contractor's proposed LBE subcontracting participation exceeds the LBE Subcontracting Participation Requirement for a Resulting Contract by at least 35%, the contractor is excused from conducting or documenting its good faith efforts.
- (c) **CMD Form 3:** CMD Compliance Affidavit
- (d) **CMD Form 4:** Joint Venture Form (if applicable)
- (e) **CMD Form 5:** Employment Form

Failure to complete, sign and submit each of the required LBE Subcontracting Requirements and Good Faith Outreach Forms with Proposers' Proposals may result in the response package being deemed non-responsive and rejected.

3. **CMD Compliance Officer**

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

Regina Chan
Contract Monitoring Division
City and County of San Francisco
Tel: 415.581.2324
Email: regina.chan@sfgov.org
Website: www.sfgov.org/cmd.

4. **LBE Payment and Utilization Tracking**

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

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

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

IV. SERVICES REQUESTED

A. Services Requested

This scope of work is a general guide to the work the City expects the contractor to perform, and is not a complete listing of all services that the City may require. The OLSE's intent through this project is to further San Francisco workers' understanding of applicable labor laws. The contractor will provide access to culturally competent, community-based support encouraging workers to bring labor law complaints to the City or the State. A proactive, targeted program of worker education and outreach will prevent wage theft and enforce workers' rights by addressing workers' lack of knowledge and fears of retaliation.

The City is committed to providing education and outreach to low-income and immigrant workers, including those with limited English proficiency, with a focus on Latino, Chinese, and Filipino communities. Outreach capacity in Spanish, Cantonese, and Filipino are required (as specified in the San Francisco Language Access Ordinance, which is codified at Chapter 91 of the Administrative Code). The successful proposer will incorporate education and outreach in as many communities of low-income employees in San Francisco as possible. The City welcomes submissions that include education and outreach to other disadvantaged communities that would benefit from targeted community-based assistance, such as African American workers, workers who speak Vietnamese or Mayan languages, students or young workers, and others.

The City also welcomes submissions that incorporate innovative strategies for reaching workers in specific low-wage industries where wage theft may be underreported, such as domestic work, food manufacturing or food service, retail, construction, hospitality, salons (especially nail salons), delivery services, massage parlors, or others.

Required Contractor Activities:

1. **Community Outreach:** The contractor will conduct community outreach activities to inform San Francisco's low-wage and immigrant workers about relevant labor laws and protections. This outreach may include activities such as community events, street fairs, and neighborhood or community group meetings, or virtual events. While the outreach program may focus upon specific target communities, it should be citywide in scope, such that historically underserved neighborhoods in San Francisco are provided services.
2. **Consultation and Referral Services:** The contractor will provide regular one-on-one consultations with workers regarding San Francisco and state labor laws, and assist workers in filing claims of labor violations. The contractor will include information about the referrals made in the required reporting, denoting which organization the worker consulted with, the law(s) potentially violated, and where the employee was referred to file the claim.
3. **Publicity:** The contractor will conduct press outreach that increases the visibility of workers who successfully recovered back wages or other benefits after reporting wage theft and who have affirmatively consented in writing to tell their story publicly. By showcasing the courage of workers who came forward to report violations, the media campaign will encourage other workers to report stolen wages while also reminding San Francisco employers of the consequences of non-compliance, and encouraging them to follow the law. The contractor will notify OLSE prior to the publication of any reporting that references OLSE or work performed pursuant to the contract.
4. **Capacity Building:** Under the direction of OLSE, Contractor will provide training and development for community partners, direct service providers, and/or employees on specific labor laws. Examples may include education for the staff of job-placement agencies on the Fair Chance Ordinance or trainings for a group of retail employees about the Formula Retail Employee Rights Ordinances.
5. **Settlement assistance:** Under the direction of the OLSE, provide assistance with carrying out the terms of a case settlement, including, but not limited to, communication with affected employees.
6. **Outreach Materials:** Under the supervision of OLSE, the contractor will assist the City in updating and distributing multi-lingual and culturally competent educational outreach materials, such as brochures, flyers, posters, work calendars, and digital media.
7. **Program Monitoring and Evaluation:** The contractor will provide monthly and quarterly reports to the OLSE, pursuant to the OLSE's direction, summarizing progress towards the contract's deliverables and participate in quarterly meetings and monthly check-in calls with OLSE staff to review the contractor's activities and plans.

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

V. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Written Proposal	50 Points
Staff and Organizational Qualifications	15 Points
Approach and Methodology	15 Points
Price Proposal	20 Points
TOTAL POINTS	100

VI. REQUIRED SUPPORTING DOCUMENTATION

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

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

VII. MINIMUM QUALIFICATIONS DOCUMENTATION (PASS/FAIL)

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

MQ #	Description
MQ1	Proposer has completed the requirements and submitted the forms described in the RFP Attachments as part of Proposal.
MQ2	Proposer has at least three (3) years of experience within the last five (5) years providing education and outreach to immigrant and low income communities. For proposers with subcontractors, this minimum qualification is applicable only to the lead agency.
MQ3	Proposer has at least one (1) year of experience within the last three (3) years providing one-on-one consultations on employment and/or workers’ rights under San Francisco and California State labor laws.
MQ4	Proposed project staff (including employees of Proposer and/or any proposed subcontractor) has capacity to conduct outreach and consultations in at least the following three languages: Spanish, Cantonese, and Filipino.

VIII. PRICE PROPOSAL (20 POINTS)

A. Price Proposal Format and Allocation of Points

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

$(\text{Lowest Total Proposed Price} / \text{Proposer's Total Proposed Price}) \times (20 \text{ Points for Price})$.

B. Price Proposal Evaluation Period

The City will attempt to evaluate Proposals within thirty (30) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

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

D. Application of Discounts for Evaluating Lowest Responsive Proposer

1. LBE Bid Discount/Rating Bonus

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

2. Prompt Payment Discounts

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

3. Reserved (Anticipated Local Tax Revenue Discount)

4. Sample Discount Calculation

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

ABC Firm Price Proposal Attributes <ul style="list-style-type: none">• Certified Small or Micro LBE• SF Presence as defined by Admin Code 21.32• Offering 4%/30 Net31 Prompt Payment Discount	Offered Price Proposal (Pre Tax)	14B LBE Bid Discount (10%)	Evaluated Price when determining Lowest Responsive Proposed Price
Services	\$1,000	(\$100)	\$900
Total	\$3,000	(\$100)	\$900

IX. WRITTEN PROPOSAL

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 **Attachment 5, Written Proposal Template**. *The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive*

A) QUALITY OF WRITTEN PROPOSAL (50 POINTS)

1. Clarity of organization and exposition; and
2. Overall quality of presentation including completeness and accuracy of information.

B) STAFF AND ORGANIZATIONAL QUALIFICATIONS (15 POINTS)

1. Proposer's experience with outreach to low wage and immigrant communities on employment rights and experience with worker consultations and media outreach exceeding the minimum qualifications;
2. Proposed project staff's experience conducting outreach to low wage and immigrant communities on employment rights and experience with worker consultations and media outreach exceeding the minimum qualifications; and
3. Quality, comparability, and applicability of recently completed projects including scope, level of effort, timelines, deliverables and outcome.

C) APPROACH AND METHODOLOGY (15 POINTS)

1. Likely effectiveness of proposed activities and of work schedule in increasing understanding of rights among low-wage and immigrant workers and improving reporting of violations.
2. Clarity of staff roles and responsibilities; and
3. Reasonableness of start and completion dates for project activities

D) PRICE PROPOSAL (20 POINTS)

X. RESERVED (ORAL INTERVIEWS)

XI. INSURANCE AND BONDS

A. Insurance

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

B. Reserved (Performance Bond).

C. Reserved (Fidelity Bond).

D. Failure to Provide Insurance and/or Bonds

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

XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Cybersecurity Risk Assessment

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

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

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

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including

but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

B. Solicitation Errors and Omissions

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

C. Objections to Solicitation Terms

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

D. Solicitation Addenda

The City may modify this Solicitation, prior to the Proposal due date, by issuing an Addendum to the Solicitation, which will be posted on the OLSE website at www.sfgov.org/olse in the "Contracting Opportunities" section. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

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

E. Proposal Term

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

F. Revision to Proposal

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

G. Proposal Errors and Omissions

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

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

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

J. Reservations of Rights by the City

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

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;

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

K. No Waiver

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

L. Other

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

- a. Any condition set forth in this Solicitation;
- b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
- c. Delivery time(s).

2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.