

**City and County of San Francisco
Office of Labor Standards Enforcement (OLSE)**



**Request for Proposals
Domestic Worker Outreach Services**

Date issued:	September 30, 2026
Pre-proposal conference:	October 5, 2026
Proposal due:	October 30, 2026

City and County of San Francisco
Formal Request for Proposals for:
Domestic Worker Outreach Services
Sourcing Event ID 0000012126

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	September 30, 2026
Pre-Proposal Conference	October 5, 2026 at 1:00 PM Via Microsoft Teams (Join Meeting) By phone: 415-906-4659 Conference ID: 634 671 157#
Written Questions Due Date	October 14, 2026 by 5:00 PM
Responses Posted	October 19, 2026 by 5:00 PM
Proposal Due Date	October 30, 2026 by 5:00 PM
Notice of Intent to Award	No later than November 13, 2026
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:	Hallie Albert, Deputy Director hallie.albert@sfgov.org Office of Labor Standards Enforcement

**MANDATORY MINIMUM QUALIFICATION
DOCUMENTATION**

Proposers must submit the necessary documentation with their proposals to demonstrate they meet every Minimum Qualification (MQ) requirement set forth in Section 6 of this solicitation. A proposal that fails to provide the required documentation will not be eligible for further consideration.

ATTACHMENTS

- Attachment 1: City's Contract Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: RESERVED
- Attachment 4: Written Proposal Template
- Attachment 5: Price Proposal Template
- Attachment 6: HCAO and MCO Declaration Forms
- Attachment 7: First Source Hiring Form

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1 RFP Summary

1.1 Introduction

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the Office of Labor Standards Enforcement (hereinafter, “OLSE” or “City”). OLSE, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) for outreach and consultation services to the domestic worker sector..

The San Francisco-Oakland-Fremont metro area has an estimated 39,156 domestic workers, consisting of homecare attendants, house cleaners, and childcare providers. These workers are regularly subjected to labor violations and often difficult to engage with to ensure compliance. (Rutgers/Northwestern - Workplace Justice Lab, *Domestic Work in California*, March 2026). San Francisco’s Paid Sick Leave and Minimum Wage Ordinances ensure that domestic workers in San Francisco can exercise their right to accrue paid sick leave across multiple employers and be paid the applicable wage rate. Effective implementation relies heavily on public awareness among both workers and hiring entities. This contract will provide outreach to domestic workers and employers to ensure they understand their rights, responsibilities, and options for addressing potential violations. The contractor will conduct targeted field outreach, provide worker consultations and referrals, create culturally relevant educational materials, and deliver paid sick leave trainings. These efforts will help ensure broad, accessible, community-based understanding of the ordinance throughout San Francisco.

Deliverables:

1. Targeted Outreach to Workers and Employers

- a. Provide targeted outreach to both workers and employers regarding paid sick leave rights. Outreach activities will take place in locations that maximize contact with domestic workers and employers, including, but not limited to:
 - i. City parks and playgrounds on weekdays to reach childcare workers
 - ii. City parks and playgrounds on weekends to reach employers
 - iii. Community centers
 - iv. National consulates
 - v. Churches and other community institutions serving populations disproportionately represented in domestic work
- b. Outreach efforts will demonstrate engagement with at least 1,000 unique individuals per year, consisting of both workers and employers.

2. Worker Consultation and Referral

- a. Provide consultation services to a minimum of 30 workers per year who report potential labor rights violations, including but not limited to issues related to paid sick leave, and facilitate referrals to the appropriate enforcement agency for follow-up and resolution.

3. Development of Outreach Toolkit

- a. Design and produce a comprehensive outreach toolkit featuring visually engaging, culturally attuned materials to effectively reach both domestic workers and employers. Materials must be adaptable for multiple formats, allowing placement on public transit and other high-visibility locations frequented by domestic workers, with digital versions developed for distribution through platforms commonly used by domestic workers and employer networks regarding paid sick leave rights.

4. Paid Sick Leave Training Sessions

- a. Deliver 6 paid sick leave trainings per year. At least three of these will follow a train-the-trainer model to equip community leaders, worker advocates, and employer groups with the knowledge and resources to independently train others within their networks.

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

1.2 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.

1.3 Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of two years. The City at its sole, absolute discretion, shall have the option to extend the term for 2 additional years for a total of 4 years.

1.4 Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed ("NTE") amount of \$250,000 for the total allowable maximum term. This amount is based on City's estimated spend over the advertised contract term. Should City's actual spend exceed its estimated spend, City may in its sole discretion increase the contract NTE accordingly.

1.5 Reserved (Indefinite Quantity, As-Needed Contract)

1.6 Cooperative Purchasing and Use by Other City Departments

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.

1.7 Contract Terms and Negotiations

The successful Proposer will be required to enter into a contract substantially in the form attached hereto as Attachment 1, City's Contract Terms. **If Proposer is unable to accept City's Contract Terms substantially in the form presented, Proposer shall include a revised copy of City's Contract Terms with its Proposal.** The revised copy of City's Contract Terms must clearly:

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

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

2 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.

Proposal Phase	Tentative Date
Request for Proposals Issued	September 30, 2026
Pre-Proposal Conference	October 5, 2026 at 1:00 PM <u>Via Microsoft Teams:</u> <u>Join:</u> https://teams.microsoft.com/meet/266057328706699?p=1pL8YlqmlUxgi0eOgW <u>By phone:</u> <u>Dial:</u> 415-906-4659 <u>Conference ID:</u> 634 671 157#
Written Questions Due Date	October 14, 2026 by 5:00 PM
Responses Posted	October 19, 2026 by 5:00 PM
Proposal Due Date	October 30, 2026 by 5:00 PM

Notice of Intent to Award	No later than November 13, 2026
Pre-Proposal Conference Details The Pre-Proposal Conference will begin at the time specified. Proposers’ representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation. Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Proposer to check for any Addendum to this Solicitation or other published pertinent information.	

3 Requirements for Requested Goods and Services

3.1 Goods and/or Services Requested

This Solicitation is being issued by OLSE. OLSE is seeking qualified Proposers to provide Proposals for outreach and engagement that can help domestic workers in San Francisco understand and exercise their right to paid sick leave. Effective implementation relies heavily on public awareness among both workers and hiring entities. This contract will provide outreach to ensure they understand their rights, responsibilities, and options for addressing potential violations. The contractor will conduct targeted field outreach, provide worker consultations and referrals, create culturally relevant educational materials, and deliver paid sick leave trainings. These efforts will help ensure broad, accessible, community-based understanding of the ordinance throughout San Francisco.in accordance with Appendix A, Scope of Work, to City’s Contract Terms (Attachment 1).

3.2 Regulatory and Compliance Requirements Specific to the Goods/Services Solicited

3.2.1 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.

3.3 Reserved (Alternates and Samples)

3.4 Reserved (Freight on Board and Shipping Costs)

3.5 Reserved (Additional Purchases)

4 Local Business Enterprise (LBE) Program Requirements

4.1 CMD Compliance Officer

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

LBE Certification Unit
Contract Monitoring Division
City and County of San Francisco
Tel: 415.554.0630
Email: LBEcert@sfgov.org
Website: www.sfgov.org/cmd.

4.2 Application of LBE Rating Bonuses

San Francisco Micro, Small, and SBA LBE bidders certified by the Contract Monitoring Division are eligible for a rating bonus. LBE Rating Bonuses are applied to Proposers' scores at each phase of the Solicitation evaluation and selection process, including the price proposal evaluation in accordance with the Rating Bonus values shown below.

4.2.1 Reserved (Commodities)

4.2.2 General and Professional Services

Estimated Contract Value, per Agreement	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$20,000 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 Professional Services, an JV Proposer's participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

4.2.3 Reserved (Professional Services by Joint Ventures)

4.2.4 Sample Rating Bonus Calculations

ABC Firm Price Proposal Attributes Is a Certified Micro LBE	Possible Maximum Score	14B LBE Rating Bonus (2%)	Evaluated Total Score
Minimum Qualifications	Pass	N/A	N/A
Written Proposal	100	2	102
Price Proposal Score	Pass	N/A	N/A
Total	100	2	102

4.3 LBE Subcontracting Participation Requirements

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

4.4 Reserved (CMD LBE Forms)

4.5 Reserved (LBE Payment and Utilization Tracking)

5 Proposal Evaluation Criteria

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	Pass/Fail
Written Proposal	100 Points
TOTAL	100 Points

6 Minimum Qualifications and 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. 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 Proposal Due Date.
MQ 2	Proposer has completed the requirements and submitted the forms described in the RFP Attachments as part of Proposal.
MQ 3	Proposer must have a minimum of three (3) years of experience within the last five (5) years conducting education and outreach to immigrant and low-income communities. For proposers utilizing subcontractors, this qualification applies only to the lead agency.
MQ 4	Proposer must have at least one (1) year of experience within the last three (3) years providing one-on-one consultations related to employment and/or workers' rights under San Francisco and California labor laws.
MQ 5	Proposed project staff, including employees of the Proposer and any subcontractors, must demonstrate the capacity to conduct outreach and consultations in at least three languages: Spanish, Mandarin/Cantonese, and Filipino.
MQ 6	Web Content Accessibility Guidelines 2.1 Level AA ("WCAG") Attestation. The successful Proposer will be required to sign and complete the Vendor Attestation of Digital Accessibility Compliance attached here as Attachment XX.

7 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 in **Attachment 4, Written Proposal Template**.

8 Price Proposal (Pass/Fail)

8.1 Price Proposal Format and Allocation of Points

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Price Proposal consisting of each item set forth in Attachment 5, Price Proposal Template.

Price proposals will be evaluated as follows:

All proposers must submit a Price Proposal detailing the total cost for completing each deliverable outlined in the Scope of Work. This proposal will be evaluated on a pass/fail basis. A complete Price Proposal is required to pass; proposals that are incomplete or not submitted will receive a fail rating.

8.2 Price Proposal Evaluation Period

The City will attempt to evaluate Price Proposals within ten (10) business days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

8.3 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.

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

8.5 Application of Price Proposal Discounts for Evaluating Lowest Price

8.5.1 Application of Prompt Payment Discounts to Price Proposal

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

8.5.2 Reserved (Application of Anticipated Local Tax Revenue Discount to Price Proposal)

8.5.3 Sample Price 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.

9 Reserved (Oral Interviews)

10 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.

RSD #1	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.
RSD #2	Completed Proposal Attachments: ☐ Attachment 6: HCAO and MCO Declaration Forms ☐ Attachment 7: First Source Hiring Form ☐ Attachment 10: Sweatfree Contracting Form(s) P-12U-A

RSD #3	Insurance in accordance with Article 5 of Attachment 1, City's Contract Terms.
RSD #4	Non-Profit Entities: If Proposer is a non-profit organization and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds: (1) a statement describing Proposer's efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (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. <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>

11 Failure to Provide Insurance and/or Bonds

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal

The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

12 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.

12.1 Nondiscrimination Requirements ("Equal Benefits")

Proposers awarded any contract exceeding \$230,000 (the City's "Minimum Competitive Amount"), may not, during the term of the Contract discriminate in the provision benefits 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. This Equal Benefits requirement applies in any of the contractor's 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, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. Contractors must submit a declaration confirming that the business complies with the Equal Benefits law. The declaration is available via SF City Partner Supplier Portal. *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.* For more information, visit the [Contract Monitoring Division \(CMD\) website](#).

12.2 Reserved (Payment of Prevailing Wages)

12.3 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.*

12.4 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.*

12.5 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.*

12.6 Reserved (Sweatfree Procurement)

12.7 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.

12.8 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.

13 Terms and Conditions for Receipt of Proposals

13.1 How to Register to propose and be awarded a City Contract

To submit a proposal for a City contract, all vendors must be registered as a City BIDDER or a SUPPLIER. To be awarded a contract, Proposers must convert their BIDDER ID to a SUPPLIER ID, which requires additional steps to demonstrate compliance with certain San Francisco supplier requirements.

13.1.1 Registering as a BIDDER to propose on a City contract

Proposers that are not currently a City SUPPLIER must obtain a BIDDER ID by completing the following form on the SF City Partner Portal:

<https://sfcitypartner.sfgov.org/pages/BidderRegistration-BS3/bidder-registration-1.aspx>

13.1.2 Converting a BIDDER ID to SUPPLIER ID to be awarded a City contract

To convert a BIDDER ID to a SUPPLIER ID, awarded Proposers are required to register with the City Tax Collector's Office. Additionally, businesses awarded contracts exceeding \$230,000 (the "Minimum Competitive Amount") must comply with the City's Equal Benefits requirements pursuant to Labor and Employment Code Article 131 and must submit the online Equal Benefits Declaration through the [SF City Partner Portal](#).

For detailed instructions on registering for City Business Tax, submitting an Equal Benefits Declaration, and for converting your BIDDER ID to a SUPPLIER ID visit [Contracting with the City and County of San Francisco](#).

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, visit [Register a Business | Treasurer & Tax Collector](#), 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.

13.2 Proposal Questions and Submissions

13.2.1 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 [Office of Labor Standards Enforcement](http://www.sfgov.org/cmd)'s website: <https://www.sf.gov/contract-opportunities>

13.2.2 Proposal Format

Proposals must be submitted via email to hallie.albert@sfgov.org, using the attached submission forms and/or created using word processing software (e.g. Microsoft Word or Excel) and typed in a legible font (e.g.-Arial, Times New Roman, etc.). 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.

13.2.3 Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposer must email their complete Proposals to the Contract Administrator, hallie.albert@sfgov.org, whose name and contact information appears on the cover page of this Solicitation and request confirmation of receipt. 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.

13.3 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 [Office of Labor Standards Enforcement](http://www.sfgov.org/cmd)'s website, <https://www.sf.gov/contract-opportunities>. **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.

13.4 Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code § 7920.000 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. Information provided, which is covered by this paragraph, will be made available to the public upon request.

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 an opportunity to object to disclosure of the material requested by 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.

13.5 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.

13.6 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.

13.7 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.

The following Third-Party Audit Reports can be used to satisfy CCSF's Cybersecurity Risk Assessment requirement:

- SOC 2 Type 2
- ISO/IEC 27001
- CSA STAR Level 2
- FedRAMP
- StateRAMP
- HITRUSTCSF – *products or services that primarily relate to the Healthcare industry ONLY.*
- PCI DSS Level 1 – *products or services that primarily relate to the Payment Processing industry ONLY.*
- NIST 800-53

In addition to the Third-Party Audit Reports mentioned above, City and County of San Francisco's CRA requirement can also be satisfied by providing a completed CAIQ Lite Questionnaire or completing the City's CRA Questionnaire in the City's LogicGate portal.

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.

13.8 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.

13.9 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.

13.10 Protest Procedures

13.10.1 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.

13.10.2 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.

13.10.3 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.

13.10.4 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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.

13.15 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:

- (A) 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
- (B) 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:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

13.16 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:

- (A) Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
- (B) Reject any or all Proposals;
- (C) Reissue the Solicitation;
- (D) 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;
- (E) Procure any materials, equipment or services specified in this Solicitation by any other means; or
- (F) Determine that the subject goods or services are no longer necessary.

13.17 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.

13.18 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 facilities and/or equipment, location and personnel to supply the goods to be delivered or properly perform all services required under the anticipated contract; 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.