

**City and County of San Francisco
Sourcing Event ID: 000005617**

**Formal Request for Proposals for:
the Development of a Grants Management System for the San Francisco Arts Commission’s grants team**

This Solicitation can be viewed on the Arts Commission’s website: www.sfartscommission.org



Request for Proposals Issuance	6/29/21 at 5:00 PM Pacific Time
Pre-Proposal Conference	7/6/21 from 12:00-1:00 PM Pacific Time Held via Webex: https://bit.ly/2U7dVdq
Deadline for Questions	7/9/21 at 5:00 PM Pacific Time
Deadline to Submit Proposals	7/16/21 at 5:00 PM Pacific Time
Notice of Intent to Award	7/30/21 at 5:00 PM Pacific Time
Period for Protesting Notice of Intent to Award	Within (3) three business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Rally Catapang Deputy Director of Finance and Administration San Francisco Arts Commission 401 Van Ness Avenue, Suite 325 San Francisco, CA 94102 Phone: (415) 252-2255 Email: ART-info@sfgov.org

Solicitation Attachments:

- Attachment 1: City’s Proposed Agreement Terms (000005617)
- Attachment 2: Reserved (Price Proposal Template)
- Attachment 3: Proposer Questionnaire
- Attachment 4: Proposer Information and References
- Attachment 5: Reserved (First Source Hiring Form)
- Attachment 6: Health Care Accountability Ordinance & Minimum Compensation Ordinance Forms
- Attachment 7: Reserved (Sweatfree Ordinance Form P-12U-C)
- Attachment 8: Reserved (Sweatfree Ordinance Form P-12U-I)
- Attachment 9: CMD Form 3
- Attachment 10: LBE Participation Requirements and Good Faith Outreach Forms

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I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “Solicitation”) is being issued by the San Francisco Arts Commission (“SFAC”). SFAC is seeking qualified suppliers (“Proposers”) to provide proposals for the development of a grants management system for the San Francisco Arts Commission’s grants team (Proposal). SFAC shall order goods and/or services covered by the awarded contract through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract during the contract term.

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.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of 2 years. The City at its sole, absolute discretion, shall have the option to extend the term for 5 additional years for a total of 7 years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$300,000 for the total allowable maximum term.

D. Reserved (Indefinite Quantity, As Needed Contract)

E. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use this solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

F. 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.

G. 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 SFAC’s website (www.sfartscommission.org)

Proposal Phase	Tentative Date
Request for Proposals Issuance	6/29/21 at 5:00 PM Pacific Time

Pre-Proposal Conference	7/6/21 from 12:00-1:00 PM Pacific Time Held via Webex: https://bit.ly/2U7dVdq
Deadline for Questions	7/9/21 at 5:00 PM Pacific Time
Deadline to Submit Proposals	7/16/21 at 5:00 PM Pacific Time
Notice of Intent to Award	7/30/21 at 5:00 PM Pacific Time
Period for Protesting Notice of Intent to Award	Within (3) three business days of the City's issuance of a Notice of Intent to Award.
Final Award	8/6/21 at 5:00 PM Pacific Time
<p>The 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 pertinent information posted on SFAC's website: www.sfartscommission.org</p>	

H. 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.

I. 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 SFAC's website: www.sfartscommission.org

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. The Proposal must be saved as a single PDF document. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must email their completed proposal to art-info@sfgov.org. **Proposers are encouraged to email their Proposals to art-info@sfgov.org as early as possible to address any technical issues that may arise during the submission process.** 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.

J. 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.

K. 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, "Proposed Agreement Terms". If Proposer is unable to accept City's Proposed Agreement Terms substantially in the form presented, Proposer shall include a revised copy of City's Proposed Agreement with its Proposal. The revised copy of the Proposed Agreement must clearly:

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

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

L. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within (3) three business days of the City's issuance of a Notice of Non-Responsiveness, 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.

2. Protest of Non-Responsible Determination

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

4. Delivery of Protests

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

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 its Proposal, unless the City determines that a statutory exception applies. *Refer to Attachment 1, City 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 Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

B. Reserved (Prevailing Wage Ordinance)

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 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 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 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 Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

F. LBE Rating Bonus and Bid Discounts

The City strongly encourages responses from qualified LBEs. Pursuant to Chapter 14B, the following rating bonuses will be in effect for the award of this project for any Respondents who are certified as a Small or Micro-LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling (415) 581-2310 or emailing lbecert@sfgov.org. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

1. Rating Bonus/Bid Discount for 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%

2. Rating Bonus/Bid Discount for General and Professional Services by Joint Ventures

Estimated Contract Value	Small/Micro LBE Participation 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.

3. Rating Bonus/Bid Discount for Commodities

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

G. LBE Subcontracting Requirements and Good Faith Outreach

The LBE Subcontracting Participation Requirement and Good Faith Outreach requirements of Chapter 14B of the San Francisco Administrative Code have been waived for this solicitation.

1. LBE Participation Requirements and Good Faith Outreach Forms

All response packages submitted must include the following CMD Forms which can be found in Attachment 10 to this Solicitation or the CMD website

<https://sfgov.org/cmd/sites/default/files/Documents/CMD%20Attachment%202%20-%20208.01.16.pdf>

- (a) CMD Form 2A: LBE Participation Form (if seeking a rating bonus)
- (b) CMD Form 3: CMD Compliance affidavit (required)
- (c) CMD Form 4: Joint Venture Form (if applicable)
- (d) CMD Form 5: Employment Form (required)

Failure to complete, sign and submit each of the required CMD Forms may result in the response package being deemed non-responsive and rejected or non-application of rating bonuses.

2. CMD Compliance Officer

The CMD Compliance Officer (CCO) for this project is:

Dalmar Ismail
Contract Monitoring Division
City and County of San Francisco
Tel: 415.581.2322
Email: dalmar.ismail@sfgov.org
Website: www.sfgov.org/cmd.

3. LBE Payment and Utilization Tracking

An awarded Proposer shall pay LBE subcontractors within three business days as provided under Chapter 14B.7(H)(9). Within ten business days of City's payment of an invoice, the awarded Proposer shall confirm that all subcontractors have been paid in the Payment Module of the City's Supplier Portal unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

H. Reserved (Sweatfree Procurement)

I. Other Social Policy Provisions

Attachment 1, City's Proposed Agreement 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.

III. GOODS AND SERVICES REQUESTED

A. Goods and/or Services Requested

This Solicitation is being issued by SFAC. SFAC is seeking qualified suppliers ("Proposers") to provide and develop a grants management system for the SFAC's grants team. The goods and service being procured through this Solicitation are set forth below. SFAC requires a grants management system that will:

- Incorporate an application portal to build, test, and gather applications from prospective applicants (with multiple allowable filetypes and unlimited cloud storage for artistic work)
- Consolidate all communications with applicants and grantees

- Allow automation of regularly scheduled tasks, including reminders of upcoming deadlines for staff and grantees
- Incorporate a meeting scheduler/event manager for technical assistance sessions/webinars
- Include access by unlimited users who can be regulated according to level of involvement (SFAC staff, panelist, grantee, etc.)
- Include a panelist portal for unlimited external users that allows for review of all applications/supporting materials, scoring, uniquely configurable scorecards, and notes
- Serve as a repository for data, export data, and create dashboards that visualize impact
- Integrate with a number of external software packages, including the Microsoft Office suite, Salesforce, DocuSign, and Outlook
- Provide a platform for contracting/invoicing that is transparent for the grantee and SFAC
- Integrate space for grantees to undertake final reporting requirements
- Be able to grow as the grants team’s programs grow, including the option to develop applications and applicant portals in multiple languages to accommodate all San Franciscans

The Proposer will be required to provide a “sandbox” testing environment for the system for SFAC staff, before the system is fully handed over to staff. The Proposer will also be required to train pre-selected SFAC grants staff on the use and administration of this system, such that administrative users within SFAC will have the capacity to undertake adjustments to the system on their own. Proposer responses to this Solicitation must also include at least 2 years of licensing costs. All system implementation/build work must be completed by the go-live date of October 15, 2021, at which point licensing costs may commence.

Proposals in response to this RFP (for system build/implementation work and two years of licensing) must not exceed \$100,000. Of that \$100,000, Proposers should budget system implementation/build work for less than \$60,000 and two years of annual licensing costs for less than \$40,000. The remaining \$200,000 (given this RFP’s overall Not To Exceed amount of \$300,000, as listed in Section 1C above) is to be reserved by SFAC for future licensing costs beyond the initial two-year period, **only** in the event that SFAC opts to extend the successful Proposer’s contract for a subsequent period of up to five years beyond the initial two-year period (as described in Section 1B above). The Proposer’s total \$100,000 budget is to be delineated in the submitted Price Proposal and required Price Narrative (as detailed in Section VII below).

Proposers are hereby notified of the following condition prior to an award being issued pursuant to this Solicitation:

After the Proposal submission due date and prior to award, City may request that Proposer provide evidence of installing prior grant management systems, similar to those requested in this Solicitation. Failure to provide this document within 7 business days of written request by City may result in rejection of the Proposer’s Proposal.

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

Prior to submitting a Proposal in response to this Solicitation, Proposers must ensure they have fully read and understood the “Regulatory and Compliance Requirements” set forth in Appendix C to Attachment 1, Proposed Agreement Terms. Throughout the terms of the licensing contract with City, the Proposer will be required to maintain a current SOC-2 Certification.

Documentation of current status is to be provided to City on an annual basis, by the last day of City fiscal year (June 30 of every year).

C. Articles Furnished

Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code.

D. Alternates

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

E. Reserved (Samples)

F. Reserved (Freight on Board)

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

IV. PROPOSAL EVALUATION CRITERIA

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

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 in the table above, each of which is addressed in more detail herein. If applicable, a CMD Contract Compliance Officer will assess Proposal compliance with 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. Award shall be made to the Proposer with the highest Total Points.

V. 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	Completed Proposal Attachments: ✓ San Francisco Business Tax Certificate or evidence of exemption

	<ul style="list-style-type: none"> ✓ Signed copy of all Proposal Addenda (if applicable) ✓ Attachment 1: City’s Proposed Agreement Terms Marked to with Proposer’s Proposed Changes <input type="checkbox"/> Attachment 2: Reserved (Price Proposal Template) ✓ Attachment 3: Proposer Questionnaire ✓ Attachment 4: Proposer Information and References <input type="checkbox"/> Attachment 5: Reserved (First Source Hiring Form) ✓ Attachment 6: Health Care Accountability Ordinance & Minimum Compensation Ordinance Forms <input type="checkbox"/> Attachment 7: Reserved (Sweatfree Ordinance Form P-12U-C) <input type="checkbox"/> Attachment 8: Reserved (Sweatfree Ordinance Form P-12U-I) ✓ Attachment 9: CMD Form 3 ✓ Attachment 10: LBE Participation Requirements and Good Faith Outreach Forms
RSD3	<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>

VI. 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	Evidence that Proposer has 5 years of experience within the last 20 years in the sale of goods and/or services requested by this Solicitation.
MQ2	Evidence that Proposer has a current SOC-2 certification that is valid for at least 6 months from the date of Submission listed above.
MQ3	Evidence that Proposer has a history of working with at least 3 municipal or state governmental arts grantmaking agencies in the past 10 years.

VII. PRICE PROPOSAL (Pass/Fail)

A. Price Proposal Format

Proposers shall submit a Pricing Narrative in response to this Solicitation. The pricing narrative should, at a minimum, address the following points:

- (a) Unit pricing by service or product line, manufacturer, etc., including how the pricing will be determined and adjusted over the contract term (e.g. fixed price adjusted annually, X% off of list, X% markup).
- (b) Indicate if any further discounts are offered (e.g. volume, quantity, prompt payment)
- (c) Discuss why the Proposer believes pricing is fair and reasonable and how it relates to most favored customer pricing.
- (d) Articulate the relationship between user licenses and price (unlimited, per user/super user, etc.).

Proposer's pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract unless stated otherwise. Submission of the Pricing Narrative will be evaluated on a Pass/Fail basis.

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. Price Lists

If a Price Proposal is based on prices from a catalog or price list, Proposer shall furnish copies of the catalog or price list in electronic format. Proposer shall furnish additional price lists as required. Proposer's pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract.

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

E. Application of Discounts for Evaluating Lowest Responsive Proposer

1. LBE Bid Discount/Rating Bonus

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 Proposer 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 (Admin Code Section 21.32) Discount)

VIII. WRITTEN PROPOSAL (100 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth below. *The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive.*

A. Business Profile (10 Points)

Provide a brief description of the Proposer’s size and organization structure, including its financial stability, capacity, and resources, as supported by two (2) most recent annual financial statements. Submission of the Proposer’s two (2) most recent annual reports will meet this qualification.

B. Project Team (10 Points)

Provide the following information for Proposer’s Project Team:

1. Team Members

Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who will perform the services outlined in this Solicitation. Provide a 2-sentence biography per team member, in which the first sentence describes their background/experience relative to this specific project and the second sentence describes the reason they have been assigned to this Project Team.

2. Key/Lead Team Members

Provide a 1-page resume for each of the staff members who will serve as the Key/Lead Team Members.

C. Qualifications Summary (10 Points)

Proposer must provide a brief summary demonstrating corporate qualifications, commitment, strength, and technical capabilities to fulfill all services specified and required to successfully accomplish the work.

D. Past Projects (15 Points)

Proposer must describe three (3) most recent and relevant projects previously managed by the Proposer within the last 10 years.

- 1. Similar Size and Scope:** Each project must be of the type and scope of services specified in this Solicitation.
- 2. Project Details:** The descriptions shall include each item listed below:
 - a. Project name;
 - b. Project scope summary;
 - c. Dates when the project was performed;
 - d. Project costs;
 - e. Proposer’s role and responsibilities in the project;
 - f. Proposer’s performance on delivering the project on schedule and on budget;
 - g. Proposer staff members who worked on the project; and
 - h. Client name, reference, and contact info.

E. Work Approach (20 Points)

Proposer must describe their overall work approach to successfully deliver the goods and/or services requested in this Solicitation by addressing each item listed below:

1. Approach for coordinating/managing all work activities, including coordination and communication with City staff, to meet project milestones and deliverable due dates.

2. Processes/measures for controlling cost and schedule, tracking delivery/performance, and maximizing quality (QA/QC).
3. Approach for monitoring expended labor hours and tracking various factors affecting task costs. Include description (frequency, days after timesheet submittal, etc.) of project manager's access to reports on staff labors hours and other cost items.
4. Processes for internal and external notification and resolution of technical conflicts and cost/schedule variances.
5. Understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget.

F. Business Infrastructure (15 Points)

Provide a description of Proposer's capabilities and infrastructure related to:

- (a) Project delivery and management
- (b) Implementation/build strategy (incl. project management interfaces and build philosophy)
- (c) Communications with client (during implementation and afterwards)
- (d) "Sandbox" testing environments
- (e) Warranties
- (f) Customer service and support

G. Description of Goods/Services being Provided (20 Points)

Proposer shall provide a Proposal consisting of the full line of goods and/or services being offered in response to this Solicitation, including manufacturer names and product descriptions, if applicable. Proposer must also provide detailed descriptions of how the Proposer will execute the work associated with each task outlined in this Solicitation. The description provided for each task should include, as appropriate, the following information:

- Task-specific approach and associated work elements;
- Dependencies on/among other tasks (including activities of others and required key information);
- Responsible party within the Proposer; and
- Output/deliverables from the task

The task scopes and descriptions shall be of such form and in such manner and detail as to divide the work up into manageable segments.

The detailed task descriptions provided by the selected Proposer may constitute the scope of services identified in Section III A of this Solicitation, as well as in Attachment 1. Proposers should therefore provide enough information to clearly identify the work to be performed under each task. However, note that modification of tasks or extensive task descriptions submitted by Proposers shall not in any way lessen or eliminate any of the work elements outlined in this Solicitation.

IX. RESERVED (ORAL INTERVIEWS)

X. 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, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this 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.

XI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. 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.

B. 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 SFAC 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.

C. 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 SFAC's website (www.sfartscommission.org). Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code. Local law prohibits City elected officials from soliciting or accepting contributions from any person or entity seeking to enter into a contract or grant worth \$100,000 or more with the City, if the contract or grant requires their approval or the approval of their appointees to the board of a state agency. This restriction applies to the party seeking the contract or grant, 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.

A person or entity that contracts with the City may not make a campaign contribution to an elected official if the contract would require approval by that official, a board on which the official serves, or a board of a state agency on which an appointee of the official sits. 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 no grant is approved; or (2) twelve months have elapsed since the award of the contract or approval of the grant.

A violation of Section 1.126 may result in the criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:415-252-3100).

I. 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.

J. 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.

K. 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 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.