

**City and County of San Francisco  
Port of San Francisco**

**Request For Offer (“RFO”)-Re-advertisement for:  
Dry Dock 2**

This Solicitation can be viewed at <https://sfport.com/maritime/dry-dock-2-and-eureka-dry-dock-rfo>



Bid Phase	Tentative Date
Invitation Request for Offers	February 15, 2024
Site Visits/Inspections	Available by appointment only February 26, 2024-March 1, 2024
Questions Due:	March 6, 2024 at 5 pm PT
Offer Due Date	March 20, 2024 at 2 pm PT
Questions and Offer Submission:	drydocksale@sfport.com

**ATTENTION: PORT OF SAN FRANCISCO (“PORT”) COMMUNICATIONS POLICY**

Port policy restricts employees and Commissioners from engaging in communications with a potential or actual proposer about a specific business opportunity that could constitute real or perceived selective assistance to confer competitive advantage during the time when an opportunity is advertised and ends when the awarding body awards a contract or terminates the competitive process (the “Restricted Communications Period.”) During the Restricted Communications Period, no City or Port official, employee, or any other individual with any role in the competitive process may communicate with a proposer, potential proposer, or their representatives, to provide selective assistance to confer a competitive advantage. Providing information about an opportunity including emailing a press release or link to a selection opportunity is not considered to convey a competitive advantage as that information is already in the public domain. *The policy also makes clear that any proposer that solicits selective assistance from a Commissioner or employee may be subject to disqualification from the competitive process altogether.* **During the “Restricted Communications Period” proposers are prohibited from calling or emailing Port staff directly and may only communicate through email to [drydocksale@sfport.com](mailto:drydocksale@sfport.com) except during a scheduled tour.** For more information, please see Section VII.C of this RFO.

**Attachments**

- Attachment 1: City’s Form Purchase and Sale Agreement
- Attachment 2: Bidder Questionnaire and References
- Attachment 3: Bid Proposal Score Card
- Attachment 4: Lease Application
- Attachment 5: Real Property Agreement

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# **I. INTRODUCTION AND SOLICITATION SCHEDULE**

## **A. Introduction**

### **1. General**

This Request for Offers (hereinafter “RFO” or “Solicitation”) is being issued by the Port of San Francisco (“Port” or “City”). Port is seeking qualified Buyers (“Bidders”) to submit offers (“Bids”) to purchase surplus property commonly known as Dry Dock 2.

### **2. Selection Process**

The City shall commence negotiations to finalize (a) a purchase and sale agreement and (b) a lease (or similar real property agreement for the temporary storage of property, if applicable) with the entity with the highest scored proposal. There are four stages of the selection process: (1) Minimum Qualifications review, (2) Evaluation of Proposals, (3) Establish Rank, (4) Enter into Negotiations with the highest ranked firm. Port anticipates negotiating transaction details with the highest ranked firm as described in Section III.C; if negotiations result in transaction terms that would rank below the next-highest ranked firm, Port will consider the negotiations unsuccessful. If negotiations cannot be successfully concluded with the highest ranked firm, then the Port will follow the same process with the next highest ranked firm, continuing down to lower ranked firms. The Port reserves the right to reject all proposals and re-advertise Request for Offers at our sole and absolute discretion.

The following definitions apply to this subsection: “Complete bid” means that the Bidder meets or exceeds all minimum qualifications and minimum bid requirements and has submitted all necessary documentation identified in this RFO. Bidders with bids that the City determines are incomplete shall receive a Notice of Non-Responsive Bid, as described below. “Complete negotiations” means Bidder and Port have agreed to all relevant terms and conditions for, and Bidder has executed: (a) the purchase and sale agreement, and (b) a lease or similar real property agreement, which documents await approval by and execution in accordance with direction from relevant governmental bodies (Port Commission and/or Board of Supervisors). Bidders with incomplete bids, or bidders who enter but do not complete negotiations within the terms set forth in this RFO shall receive a Notice of Non-Responsible Offer, as described below. “Approved agreement” shall mean that the relevant governmental bodies (Port Commission and/or Board of Supervisors) has voted to approve the (a) purchase and sale agreement, and (b) a lease or similar real property agreement (if applicable).

All contract(s) resulting from this RFO must be approved by the Port Commission and/or Board of Supervisors. No completeness determination shall be construed as binding on the City or Port, or otherwise compel the Port Commission and/or Board of Supervisors to accept a complete bid or complete negotiation.

## **B. Solicitation Schedule**

The anticipated schedule for this Solicitation is set forth below. Potential Bidders may ask questions about this RFO via the email address specified above.

The Port will provide public responses to questions received by publicly posting updates on the RFO website and/or publishing one or more Addenda to the RFO. It is the responsibility of the Bidder to check for any Addenda to this Solicitation or other published information.

<b>Bid Phase</b>	<b>Tentative Date</b>
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**C. Contract Terms and Negotiations**

The successful Bidder will be required to substantially accept the terms and conditions included in the attached forms: form Purchase and Sale Agreement (Attachment 1), and form real property agreement (Attachment 5). Note, the Port anticipates publishing a combined real property agreement that incorporates land- and water-side access. Failure to timely execute either form agreement and failure to furnish any and all insurance certificates and policy endorsements, surety bonds, or other materials required by Port, shall be deemed an abandonment of the Bid and shall be documented by the City in a Notice of Non-Responsible Offer. After issuance of a Notice of Non-Responsible Offer, the City, in its sole discretion, may select another Bidder and may proceed against the original selectee for damages.

**II. GOODS BEING SOLD**

**A. Goods Being Sold**

Port is seeking qualified Bidders to provide Bids to purchase surplus property commonly known as Dry Dock 2.. Background information, technical specifications, and further details about both dry docks is available on <https://sfport.com/maritime/dry-dock-2-and-eureka-dry-dock-rfo>.

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

Prior to submitting a Bid in response to this Solicitation, Bidders must ensure they have fully read and understood all regulatory and compliance requirements, including those set forth in the form Purchase and Sale Agreement (Attachment 1) and form Lease (Attachment 5). It is the Bidder’s sole responsibility to obtain all necessary permits and comply with all applicable laws and regulations.

**C. Freight on Board and Shipping Costs**

Bidder must pay for and arrange all pick-up and/or shipping costs and details. If removal or shipping occurs after transfer of ownership of the property to Bidder, Bidder must agree to Port’s form real property agreement terms in Attachment 5 (or similar real property agreement for the temporary storage of property).

**III. OFFER EVALUATION AND NEGOTIATIONS**

**A. Evaluation Process**

All bids will be evaluated to meet Minimum Qualifications as described in Section IV.B. Bids that do not meet these requirements will be determined to be non-responsive and will not be considered; Port will notify Bidders if a Bid is deemed non-responsive. Bids that pass Minimum Qualifications will be scored against the criteria described in Section III.B. Firms will be placed in ranked order from highest to lowest points.

**B. Evaluation Criteria**

**1. Written Evaluation**

Written proposals will be scored based on the scoring instructions, grading rubric, and criteria outlined in Attachment 3 Bid Proposal Score Card.

## **2. Cost Proposal**

The Total Purchase Price and Down Payment/Deposit/Earnest Money will be evaluated in comparison to all other bids that are received in response to this RFO. The highest proposed value of all bids shall be the denominator and the bidder's proposed value will be the numerator. The highest proposed value will result in a ratio of 1 to multiply by the weighted value. All other values will result in a fraction to multiply by the weighed value.

## **3. Ranking**

The Port will rank the evaluated firms according to final score.

### **C. Negotiations**

The Port will enter into negotiations with the highest ranked firm after the evaluation is complete. The Port understands that through the process of negotiations, the original offer may change. The Port will continue to use the Written Evaluation structure to determine if the highest ranked bid continues to outrank the next highest ranked bid throughout the negotiation period. The Port cannot accept a final offer that would score less than the next highest ranked bid. Additionally, the Port will not accept a final offer that differs more than 40 points from the originally submitted bid even if that proposal continues to score higher than the next highest ranked firm. There will be a 45-day limit to arrive at "Complete negotiations," whereby the Port may extend the negotiations for an additional 45 days at its sole discretion, including if the Port expects that further negotiations will result in a better final agreement for the Port.

If at any time during the negotiation period, it becomes apparent that the current offer would score less than the next ranked Bidder, the Port will send a warning letter detailing this concern to the Bidder in negotiations. This letter will give the Bidder 14 days to submit a proposal that scores (i) within 40 points of the originally submitted bid and/or (ii) more than the next highest Bidder, or the negotiations fail (referred to as "14-day warning period").

In the event of failed negotiations either because too much time has elapsed or after the 14-day warning period, the Port reserves the right to abandon the current negotiations and enter into negotiations with the next highest ranked firm.

In order to be determined "complete," negotiations must comply with the definition of "Complete negotiations" described in Section I.A.2 of this RFO.

## **IV. OFFER FORMAT AND MINIMUM QUALIFICATIONS**

### **A. Offer Format**

Bidder's offer must include a written response to each question in the Bidder Questionnaire, (Attachment 2).

### **B. Minimum Qualification:**

Bidders must demonstrate the following Minimum Qualifications to be considered a complete offer that is responsive to the requirements of this RFO and eligible to enter into negotiations:

**1. Minimum Bidder Qualifications**

- a) Name of Bidder and location of headquarters information must be disclosed with bid. Agents must disclose identification and location of principal.
- b) Must be eligible to conduct business in the USA and San Francisco, California.
- c) Must have an Internal Revenue Service (IRS) Tax Identification Number.
- d) Must be in good standing with the California Secretary of State, and the California Franchise Tax Board. If Bidder is a nonprofit organization, it must also be in good standing with the California Attorney General’s Registry of Charitable Trusts.
- e) Must not be listed in any of Office of Foreign Assets Control (OFAC) list of countries on US Treasury’s Sanctions Programs.
- f) Must provide proof of financial stability and ability to deliver proposed purchase price. (This may include a current financial statement in English or translated to English by a US-based certified translator. Translator’s name and contact information must be provided.)

**2. Minimum Bid Requirements**

- a) Bid must be for the purchase and removal of Dry Dock 2.
- b) Must agree to enter a real property agreement for the temporary storage of property with the Port to be effective upon transfer of property and until such time the dry dock is transported out of San Francisco Bay (if applicable, depending on proposed timing of transfer of ownership).

**3. Desirable Bid Elements:**

- a) The Port prioritizes prompt removal of Dry Dock #2 (DD2) from its current berth with the least amount of repair and preparation work possible.
- b) The Port disfavors submerging and lifting (an “evolution”) DD2 at its present berth.
- c) The Port strongly prefers a plan that floats out DD2 from berth and loads DD2 onto semi-submersible vessel for transport.
- d) The Port favors a bidder that takes legal ownership immediately upon execution of agreement.
- e) The Port prefers that a contractor execute real property agreement as-published to continue berthing at Pier 68 upon ownership transfer and pays utilities.
- f) The Port prefers detailed plans for preparation/repair work and transport operations.
- g) The Port favors United States destinations, but is willing to sell internationally to eligible destinations.

Bidder cannot be suspended or disbarred by the City or any other governmental agency. Bidder must comply with all applicable legal requirements by the time of contract execution and must remain in good standing with these requirements during the term of any agreement. Upon request, Bidder must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Bidder will use any subcontractors to perform any agreement under this Solicitation, Bidder will be responsible for ensuring each subcontractor is also in compliance with all applicable legal requirements at the time of contract execution and for the duration of the agreement.

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

The San Francisco Municipal Code establishes a number of requirements for people/entities seeking to do business with the City, such as providing services for hire to the City and using City land or property ("Social and Economic Policy Requirements"). The Social and Economic Policy Requirements are included in both Attachment 1 (form Purchase and Sale Agreement) and in Attachment 5 (form real property agreement). Bidders are encouraged to carefully review the different Social and Economic Policy Requirements identified in each attachment.

Bidders 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.

## **VI. DISCLOSURE REGARDING PREVAILING WAGE ON PUBLIC WORKS**

Services to be performed by Contractor on the Dry Docks *while they remain the property of the Port of San Francisco* may involve the performance of trade work covered by the provisions of Section 6.22(e) (Prevailing Wages) of the San Francisco Administrative Code.

All craft and trade positions that are under the purview of the California Department of Industrial Relations (DIR) are required to be paid prevailing wage rates and will be required to submit, at a minimum, monthly certified payroll reports.

1. Pursuant to Section 1776 of the California Labor Code, no progress payments will be processed until consultant and/or subconsultants have submitted to the City a certified payroll for the time period involved for all employees including subcontractors, suppliers, or creditors working on the job site.
2. Each consultant and subconsultants may be required to submit weekly certified payroll records (CPRs) and labor compliance documentation using DIR's electronic certified payroll reporting system.
3. If required, electronic submittal of the certified payroll records and labor compliance documents shall occur via an online system on the World Wide Web through a web browser. Each consultant shall be assigned a log-on identification and password to access the City's new electronic certified payroll software, the Labor Compliance Program Tracker ("LCPtracker").
4. Use of the LCPtracker may require consultants and/or subconsultants to enter additional data relating to weekly payroll information, including, but not limited to, employee identification, labor classification, total hours worked and hours worked on this project, and wage and benefit rates paid.
5. The City will provide basic training in the use of the LCPtracker at a scheduled training session, if necessary. To view the latest training and webinar schedule, please click on the following link <http://sfgsa.org/index.aspx?page=432>
6. If required, consultant(s) shall comply with the electronic submittal of certified payroll records and labor compliance documentation at no additional cost to the City.
7. The City will not be liable for costs arising from Consultant(s) failure to make a timely or accurate submittal of the certified payroll.

Neither Port nor City make any representation or warranty in this RFO regarding the future application of prevailing wages or rates to any work proposed or implied in any Bid. Bidders may wish to consult with counsel regarding prevailing wage and other labor law(s) prior to submitting a Bid.

## VII. TERMS AND CONDITIONS FOR RECEIPT OF BIDS

### A. Bid Questions and Submissions

#### 1. Bidder Questions and Requests for Clarification

Bidders shall address any questions regarding this Solicitation to the Port via the contact information that appears on the cover page of this Solicitation. Bidders 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 [drydocksale@sfport.com](mailto:drydocksale@sfport.com) by January 5, 2023** at 5 pm PT.

#### 2. Time and Place for Submission of Bids

Bids shall be submitted via email to [drydocksale@sfport.com](mailto:drydocksale@sfport.com) **January 18, 2025** at 2 pm PT. The maximum email size is 20 MB. Bids must be created using a word processing software. Information must be provided at a level of detail that enables effective evaluation. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Bid.

The City may modify this Solicitation by issuing an Addendum to the Solicitation, which will be posted on (<https://sfport.com/maritime/dry-dock-2-and-eureka-dry-dock-rfo>). **The Bidder shall be responsible for ensuring that its Bid reflects any and all Addenda issued by the City prior to the submission, regardless of when the Bid is submitted.** It is the responsibility of the Bidder 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 BIDDERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND CITY'S TERMS IN THE FORM PURCHASE AND SALE AGREEMENT AND LEASE.**

### B. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 *et seq.*) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Bids, responses, and all other records of communications between the City and Bidders shall be open to inspection. Each Bid submission shall be open to inspection immediately after a determination that it constitutes a complete offer. Preliminary or negotiation drafts of the Purchase and Sale Agreement and/or Lease Agreement may be withheld from disclosure until the negotiations are complete (as defined in the Selection Process of this Solicitation) in order to preserve the negotiating position of the Port. Documents which are the subject of complete negotiations shall be disclosed no less than 10 days prior to presentation for approval to the first relevant governmental body. Nothing in the Administrative Code provisions require the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for this Solicitation or other benefit until and unless a contract with that person or organization is subject to approval by the Port Commission and/or Board of Supervisors.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Bidder(s) of the Request and to provide the Bidder with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Bidder asserts that some or all of the material requested contains or reveals valuable trade secrets or other information belonging to the Bidder 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 Bidder seeks judicial relief on or before the Response Date. Should Bidder fail



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

**C. Port of San Francisco Limitation on Communications During Solicitation**

From the date this RFO is issued until the date the competitive process for this RFO is completed either by cancellation of the RFO or by final action of the Port Commission and/or Board of Supervisors, Bidders, and potential Bidders, and/or their representatives, subcontractors or subconsultants, or other interested parties, shall communicate with the Port only as instructed in this RFO.

Any attempt to communicate with or solicit any person involved in the evaluation, selection, award, or approval process, except as instructed in this RFO, is prohibited. The persons with whom communication is prohibited includes, but is not limited to, any City and County of San Francisco elected official, member of the Port Commission, City or Port personnel, or any selection panel member. Failure to comply with the communications protocol of this RFO shall, at the sole discretion of the City, result in the disqualification of the Bidder or potential Bidder from the competitive process. Prohibited communications made on behalf of a Bidder or potential Bidder shall be imputed to the Bidder. The above restriction does not apply to communications with the Port or City regarding business unrelated to this RFO.

**D. Complete Negotiation Designation Shall Not Imply Acceptance**

Designation that an offer is complete and/or negotiations based on any Bid(s) shall not imply acceptance by the City of all terms of the Bid(s) or negotiation(s), which shall be subject to further approvals before the City may be legally bound thereby.

**E. Solicitation Errors and Omissions**

Bidders are responsible for reviewing all portions of this Solicitation. Bidders should promptly notify the City, in writing and to the Solicitation contact person, if the Bidder discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery. Modifications and clarifications will be made by Addenda as provided below.

**F. Objections to Solicitation Terms**

Should a Bidder object on any ground to any provision or legal requirement set forth in this Solicitation, the Bidder must provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**G. Protest Procedures**

**1. Protest of Non-Responsive Bid Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsive Bid, a Bidder 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 Bidder, 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. Failure to protest the City's determination that the Bid is Non-Responsive as defined in this section shall constitute (a) acceptance of that determination, and (b) a complete and irrevocable waiver of any such objection or future protest.

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

Within three (3) business days of the City's issuance of a Notice of Non-Responsible Offer, a Bidder 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 Bidder, 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. Failure to protest the City's determination that the Offer is Non-Responsible as defined in this section shall constitute (a) acceptance of that determination, and (b) a complete and irrevocable waiver of any such objection or future protest.

### **3. Delivery of Protests**

Any 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 and email to the contact information that appears on the cover page to this Solicitation and received by the due dates stated above. The 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.

#### **H. Bid Term**

Submission of a Bid signifies that the offer, and each and any element thereof (including but not limited to any products, services and prices), are valid for 180 calendar days from the Bid submission date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Bidder's election, the Bid may remain valid beyond the 180-day period in the circumstance of extended negotiations.

#### **I. Revision to Bid**

At any time during the Bid evaluation process, the City may require a Bidder to provide oral or written clarification of its Bid. The City reserves the right to make an award without further clarifications of Bids received.

#### **J. Bid Errors and Omissions**

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

#### **K. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a Bidder in responding to this Solicitation. Bidders 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.

#### **L. Bidder'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, Bidders are hereby advised:

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

political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party submitting a bid, 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 any Bid and awarded contract. 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 Bid until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the contract is finally approved.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Bidders 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>.

#### **M. 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 the Solicitation, any response, Bid, or Bid procedure;
2. Reject any or all Bids, including but not limited to cancelling the Solicitation;
3. Reissue the Solicitation;
4. 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 Bids;
5. Sell or otherwise dispose of 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.

#### **N. 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 Bidder's failure to comply with this Solicitation.

#### **O. Other**

1. The City may make such investigation, as it deems necessary, prior to the award of a 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 Bidder's facilities and/or equipment, location and personnel location to properly perform all services called for under the Solicitation; and
  - c. Delivery time(s).

2. City reserves the right to inspect an awarded Bidder'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 Bidder's capabilities and qualifications.

3. Failure to timely execute one or more contracts, or to furnish any and all insurance certificates and policy endorsements, surety bonds, or other materials required in the Solicitation, shall be deemed an abandonment of the Bid by the Bidder. The City, in its sole discretion, may select another Bidder and may proceed against the original selectee for damages.

4. City reserves the right to reject any Bid on which the information submitted by Bidder fails to satisfy City and/or if Bidder 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 Bidder or any related communication/clarification may result in the disqualification of its Bid from receiving further evaluation and potential contract award.

6. It is the Bidder's sole responsibility to obtain all necessary permits and comply with all applicable laws and regulations.