



**Request For Proposals (RFP)**  
**Fiscal Sponsor Services**  
**RFP#OFE2019-1 (RFP#OFE2019-1)**  
**Contact: Sean Kline | sean.kline@sfgov.org**

**Summary**

The City and County of San Francisco (City) Department of Treasurer & Tax Collector (TTX) invites proposals from qualified Proposers to provide fiscal sponsor services to TTX for its Office of Financial Empowerment (OFE) and Financial Justice Project (FJP).

**Schedule<sup>1</sup>**

RFP issued	March 15, 2019
RFP Questions Deadline <sup>2</sup>	March 22, 2019, by 5:00 pm
RFP Answers and Clarifications Published	March 29, 2019
<b>Proposals Due</b>	<b>April 16, 2019, by 12:00 pm</b>
Intent to Award Notification	May 8, 2019
Contract Agreement Commences	June 15, 2019

**RFP Questions and Communications**

Interested parties are directed **not** to contact any employees, sponsors or officials of the City other than those specifically designated in this RFP. Unauthorized contact may be cause for rejection of proposals at the City's sole and absolute discretion. All questions must be submitted by email to the contract for this RFP by the RFP Questions Deadline.

<sup>1</sup> Dates are subject to change. Check [Office of Contract Administration website](#) for latest schedule. Click on the "Consultants and Professional Services" link and then the link for this RFP.

<sup>2</sup> No questions will be accepted after the RFP Questions Deadline with the exception of Proposer-specific City vendor compliance form questions.

## Contents

<b>1. Background.....</b>	<b>1</b>
<b>A. Intent .....</b>	<b>1</b>
<b>B. Overview of The Office of Financial Empowerment.....</b>	<b>1</b>
<b>C. Overview of The Financial Justice Project .....</b>	<b>2</b>
<b>D. Statement of Need .....</b>	<b>2</b>
<b>E. Funding Sources .....</b>	<b>2</b>
<b>2. Scope of Work .....</b>	<b>3</b>
<b>A. Description of Services.....</b>	<b>3</b>
<b>B. Process &amp; Requirements .....</b>	<b>3</b>
<b>C. Reporting Requirements.....</b>	<b>4</b>
<b>D. As-Needed Services .....</b>	<b>4</b>
<b>3. Pre-Proposal Information .....</b>	<b>4</b>
<b>A. RFP Questions Deadline .....</b>	<b>4</b>
<b>B. RFP Answers and Clarifications.....</b>	<b>4</b>
<b>4. Proposal Submission Requirements .....</b>	<b>4</b>
<b>A. Time and Place for Submission of Proposals .....</b>	<b>4</b>
<b>B. Proposal Submission Format.....</b>	<b>5</b>
<b>C. Proposal Contents .....</b>	<b>5</b>
<b>5. Selection of Contractor .....</b>	<b>6</b>
<b>A. Minimum Qualifications .....</b>	<b>6</b>
<b>B. Proposal Evaluation (100 total possible points) .....</b>	<b>7</b>
<b>6. Terms and Conditions for Receipt of Proposals .....</b>	<b>7</b>
<b>A. Errors and Omissions in RFP.....</b>	<b>7</b>
<b>B. Inquiries Regarding RFP.....</b>	<b>7</b>
<b>C. Objections to RFP Terms.....</b>	<b>7</b>
<b>D. Change Notices .....</b>	<b>8</b>
<b>E. Term of Proposal.....</b>	<b>8</b>
<b>F. Revision of Proposal.....</b>	<b>8</b>
<b>G. Errors and Omissions in Proposal.....</b>	<b>8</b>
<b>H. Financial Responsibility .....</b>	<b>8</b>
<b>I. Proposer’s Obligations under the Campaign Reform Ordinance .....</b>	<b>8</b>
<b>J. Sunshine Ordinance.....</b>	<b>9</b>
<b>K. Public Access to Meetings and Records .....</b>	<b>9</b>
<b>L. Reservations of Rights by the City .....</b>	<b>10</b>
<b>M. No Waiver.....</b>	<b>10</b>
<b>N. Local Business Enterprise Goals and Outreach .....</b>	<b>10</b>
<b>O. Compliance with Previous Grant and Contract Requirements .....</b>	<b>10</b>
<b>P. Other Terms and Conditions .....</b>	<b>10</b>
<b>7. City Agreement Requirements .....</b>	<b>11</b>
<b>A. Compliance with Laws and Regulations.....</b>	<b>11</b>
<b>B. City’s Approval Rights over Subcontractors and Subcontractor Payments.....</b>	<b>11</b>
<b>C. Release of Liability .....</b>	<b>11</b>
<b>D. Term of Cost and Work Effort Estimate .....</b>	<b>11</b>
<b>E. Standard Agreement Provisions .....</b>	<b>11</b>
<b>F. Nondiscrimination in Contracts and Benefits .....</b>	<b>11</b>
<b>G. Minimum Compensation Ordinance (MCO).....</b>	<b>12</b>

H. Health Care Accountability Ordinance (HCAO).....	12
I. First Source Hiring Program (FSHP).....	12
J. Conflicts of Interest.....	12
K. Insurance Requirements.....	13
L. Compliance with Municipal Codes.....	13
M. Companies Headquartered in Certain States.....	13
<b>8. Protest Procedures.....</b>	<b>13</b>
A. Protest of Non-Responsiveness Determination.....	13
B. Protest of Contract or Grant Award.....	13
<b>9. Standard City Vendor Forms.....</b>	<b>14</b>
A. How to Become Eligible to Do Business with the City.....	14
B. Mandatory Forms.....	14
C. Provider Eligibility and Invoice Payment.....	14
D. Vendor Eligibility Forms.....	14
E. Supplemental Forms.....	15

# 1. Background

---

## A. Intent

The City and County of San Francisco (City) Treasurer & Tax Collector (TTX) invites proposals from qualified Proposers to provide fiscal sponsor services for its Office of Financial Empowerment (OFE) and Financial Justice Project (FJP), beginning July 1, 2019. The OFE and FJP receive private grants, gifts and bequests of money to fulfil their respective missions. OFE's mission is to leverage the power of City Hall to strengthen the economic security and mobility of low income families. FJP's mission is to assess and reform how fees and fines impact the City's most vulnerable residents. The role of the fiscal sponsor will be primarily to receive funds from philanthropic sources on behalf of OFE and FJP and secondarily to disburse funds on behalf of OFE and FJP on a case-by-case basis.

TTX intends to make one contract award through this procurement process to the Proposer selected as the most qualified, whose response conform to the RFP and meet the City requirements. TTX may extend the contract for a total term not to exceed ten years and increase contract amounts in accordance with City rules and regulations. The actual agreement terms and amounts are subject to funding availability, proposals, Awarded Contractor agreement negotiations, and Contractor performance, as well as future needs.

## B. Overview of The Office of Financial Empowerment

The Office of Financial Empowerment (OFE) is a unique private-public partnership housed within the Office of the Treasurer & Tax Collector of San Francisco that convenes, innovates and advocates to strengthen the economic security and mobility of all San Franciscans. For more than a decade, under the leadership of Treasurer José Cisneros, the OFE has engaged partners inside and outside City Hall to equip San Franciscans with knowledge, skills and resources to strengthen their financial health and well-being. At the same time, OFE leverages what has worked on the ground to model what is possible across the country. OFE's flagship programs are:

- **Kindergarten to College** – the first and largest universal child savings program of its kind in the country now managing accounts for 34,000 public school children.
- **Smart Money Coaching** – delivers one-on-one financial coaching to those who live, work or receive services in San Francisco, particularly those who face the greatest financial challenges.
- **Bank On San Francisco** – helps residents access safe, affordable accounts at responsible banks and credit unions. Bank On also equips youth with a safe account, financial skills and knowledge, and strategies to save during year-round employment.

OFE's work also includes policy efforts to fight predatory financial practices and help families build assets, and an economic Mobility Lab (mLab) to test innovations, such as a [workers fund](#) OFE is designing in partnership with the San Francisco International Airport.

### **C. Overview of The Financial Justice Project**

The Financial Justice Project was launched in November 2016 with the publication of an [op-ed in the San Francisco Chronicle](#). The mission of the San Francisco Financial Justice Project is to assess and reform fines and fees that disproportionately impact low income San Franciscans and communities of color. Together FJP works with community organizations, advocates, city and county departments, and the courts to enact reforms that result in meaningful change for low-income San Franciscans. Read more about The Financial Justice Project [here](#), and in the San Francisco Fines and Fees Task Force report published in our first year, available [here](#).

In 2016, The San Francisco Office of the Treasurer and Tax Collector became the first in the nation to launch a Citywide [Financial Justice Project](#) to assess and reform how fines and fees impact our city's low-income residents and people of color. A growing number of government programs levy fines and fees on their residents, partly to generate revenue to balance public budgets. There is often an insidious unintended impact of this practice---to push people into poverty. Through the Financial Justice Project, the Treasurer's Office convenes key City and County stakeholders, examines existing fine and fee structures, and advances reforms that work for San Franciscans, the City, and our community.

Over the past year, the Financial Justice Project has worked with more than ten city and county departments to propose and implement reforms to fines and fees. We have eliminated and adjusted dozens of fines and fees, and lifted millions of dollars in debt stemming from these fees off thousands of San Francisco residents. These include reforms to community service and payment plan fees in partnership with San Francisco Municipal Transportation Agency, offering nonmonetary solutions to people struggling with homelessness in partnership with the District Attorney's Office, and first-of-its-kind [legislation](#) to eliminate regressive and counterproductive administrative fees charged to people exiting the criminal justice system in partnership with the Public Defender's Office.

Read more about The Financial Justice Project [here](#), and in the San Francisco Fines and Fees Task Force report published in our first year, available [here](#).

### **D. Statement of Need**

OFE and FJP are sustained with funding from the City and Country of San Francisco, as well as from a variety of philanthropic funding sources. Combined philanthropic funding to OFE and FJP managed by a fiscal sponsor ranges from \$200,000 to \$400,000. OFE and FJP seek a fiscal sponsor to facilitate their respective fundraising. Philanthropic funding provided to and disbursed from OFE and FJP is tracked and managed separately.

TTX will define the process for determining when and how specific funds will be disbursed, which includes the way in which the Awarded Contractor will be notified of authorized disbursement requests and conditions governing these.

### **E. Funding Sources**

At this time, TTX anticipates that the sources of funding primarily include private donations from philanthropic sources. This includes large institutional funders such as foundations, financial institutions and other corporations, family foundations, and individual donors.

## **2. Scope of Work**

---

This Scope of Work is a general guide to the work the City expects the Contractor to perform and is not a complete listing of all services that may be required or desired.

### **A. Description of Services**

The Awarded Contractor shall provide fiscal administration and documentation services, including:

1. Accept and process contributions to OFE and FJP from a variety of sources, including sending a formal acknowledgment letter, as receipt for tax deductions, directly to donors for any donation greater than \$250;
2. Issue payments on behalf of OFE and FJP to organizations as agreed upon and authorized in writing in advance of payment; and
3. Maintain on behalf of TTX and submit to TTX all financial records relating to receipt and disbursement of funds made for OFE or FJP, including maintaining detailed records of:
  - a. All issued funds;
  - b. All remittance; and
  - c. All funds issued annually.

### **B. Process & Requirements**

1. Contractor shall attend all meetings as required by TTX.
2. Contractor shall participate, as required, by TTX in City, State and/or Federal government evaluative studies designed to show the effectiveness of Contractor services. Awarded Contractors agree to adhere to the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Contractor within 30 working days of receipt of any evaluation report and such response will become part of the official report.
3. Contractor shall maintain files that document the services and supportive work provided for the purpose of tracking and reporting objectives and outcomes. Contractor filing system shall comply with TTX policies regarding the protection of private health information as required by its Agreement with the City.
4. Any information shared between Contractor, TTX and other providers about individuals served by the system shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) guidelines and TTX policies.
5. Contractor recognizes that funding for these services may be provided to the City through private donations and grants. Contractor agrees to comply with the provisions of the funding sources.

### C. Reporting Requirements

The Awarded Contractor shall submit reports in a timely manner using templates or formats specified by TTX.

1. Provide OFE and FJP separate statements of quarterly activity and detailed trial balance within 30 days of each quarter's end;
2. Provide OFE and FJP profit and loss statement on a quarterly basis.
3. Contractor shall provide Ad Hoc reports, as required by TTX, and respond to requests by TTX in a timely manner. Any information shared between Contractor, TTX and other providers about recipients will be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines.

### D. As-Needed Services

Subject to the City's approval, the contract awarded under this RFP may be amended in accordance with City requirements to include additional services by Awarded Contractor(s), as needed by the City and for services related to the scope of work described in this RFP. The scope and cost of as-needed services will be negotiated.

## 3. Pre-Proposal Information

---

### A. RFP Questions Deadline

Questions or requests for interpretation will only be accepted by email to [sean.kline@sfgov.org](mailto:sean.kline@sfgov.org) until the RFP Questions Deadline, March 22, 2019, by 5:00 pm.

Proposer-specific questions about compliance with the City's requirements for vendors/suppliers described in **Section 9. Standard City Vendor Forms** are not subject to the above deadline and may still be asked and answered by the contact designated in this RFP.

### B. RFP Answers and Clarifications

A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the Office of Contract Administration's Bid and Contracts website:

<http://mission.sfgov.org/OCABidPublication>. From the search by category, select "Consultants and Professional Services" and then the link for this RFP.

It is the responsibility of each Proposer to check for any RFP Addenda, Question and Answer postings, and other updates posted regarding this RFP.

## 4. Proposal Submission Requirements

---

### A. Time and Place for Submission of Proposals

Proposals and all related materials (completed Appendix 1: Proposal Template and any requested attachments), both in electronic and hard copy format as detailed below, must be received by **April 16, 2019, by 12:00 pm.**

1. Electronic PDF Proposals

Proposers shall submit one electronic PDF file of the proposal in response to the RFP. The electronic file title must include the RFP number and the Proposer name. The electronic PDF file may be submitted on a USB flash drive.

2. Hard Copy Proposals

Proposers shall also deliver or mail three hard copies of proposals to:

Sean Kline  
Office of Financial Empowerment  
Treasurer & Tax Collector  
City Hall, Room 140  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4638

Postmarks will not be considered in judging the timeliness of submissions. Proposals submitted solely by email will not be accepted. Proposals submitted by fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or email delivery failure. Supplemental documents or revisions after the proposals deadline will not be accepted.

**B. Proposal Submission Format**

Proposers must submit a proposal using RFP Appendix 1: Proposal Template and any requested attachments, in the order and format specified. This is necessary so that all proposals can receive fair and consistent evaluation. Proposals that do not follow the required format will not be considered. Information must be at a level of detail that enables effective evaluation by the Evaluation Panel. All Proposers must ensure that the proposal addresses selection criteria in **Section 5. Selection of Contractor**.

Proposers must print double-sided and bind proposals copies with a binder clip, rubber band, or single staple. Proposal Packages **must not** be submitted in a binder, bound with spiral binding, or anything similar. It is preferred that text is unjustified (i.e., with a ragged-right margin) using Times New Roman 12 font.

**C. Proposal Contents**

Proposers must complete and submit Appendix 1: Proposal Template and any requested attachments, comprising the proposal.

Using Appendix 1: Proposal Template, the Proposer must complete/provide the following:

1. Proposal Cover Page

- 1.1 Proposer Information: Organization Name, Federal ID Number, Address, Director and Contact Name, Email and Phone, Proposed Fee for Services, and Name of Subcontractor, if applicable.
- 1.2 Certifications

2. Minimum Qualifications

The Proposer must demonstrate that it meets all of the Minimum Qualifications. The Proposer must include the prior or current program name; funder name; funder contact name, title and email; the start/end dates; and how the Proposer or Subcontractor meets each Minimum Qualification.



- 2.1 At least five years of experience providing fiscal sponsor services within the past seven years: Yes/No;
  - 2.2 Successful completion of two most recent financial audits with no major findings: Yes/No; and
    - Attach two most recent audited financial statements and findings.
  - 2.3 Tax-exempt status: Yes/No.
    - Attach IRS documentation.
3. Organizational Capability and Experience  
In no more than four pages, Proposers must provide responses to the following:
- 3.1 Describe agency's experience delivering fiscal agent services; and the agency's organizational capability to deliver the services as described in the RFP.
  - 3.2 Describe agency's accounting software, reporting capability and ability to provide TTX access to online reports and/or reports on demand.
  - 3.3 Describe agency's experience with fiscal controls and record keeping.
4. Program Plan  
In no more than six pages, Proposers must provide responses to the following:
- 4.1 Describe agency's plan to provide fiscal sponsor services as described in the RFP. Include any proposed controls and policies that will be put into place as a result of this service.
  - 4.2 Describe agency's plan to create and maintain accurate records that are in accordance with confidentiality.
  - 4.3 Describe agency's proposed staffing structure, including job duties, qualifications, and training.
5. Budget  
In no more than one page, Proposers must provide responses to the following:
- 5.1 Describe the agency's proposed fee for services.

## **5. Selection of Contractor**

---

This section describes the guidelines used for analyzing and evaluating the proposals. It is the City's intent to select the Proposer for contract negotiations that will provide the best overall service package to the City. The Proposer selected for contract negotiations is not guaranteed a contract or grant. This RFP does not in any way limit the City's right to solicit contract agreements for similar or identical services.

### **A. Minimum Qualifications**

The Proposer must clearly demonstrate that it meets the Minimum Qualifications to be considered for evaluation. The Proposer's responses to Minimum Qualifications in RFP Appendix 1 will be reviewed on a pass/fail basis to determine eligibility for proposal evaluation only.

The Minimum Qualifications determination will be solely based on the information submitted by the Proposer. Insufficient or incomplete information will result in a proposal being considered non-responsive. Responses of "to be provided upon request" or "to be determined" or "Confidential" or the like, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable. Any proposal that does not demonstrate that the Proposer meets the Minimum Qualifications for the grant to which it is applying will be issued a notice of non-responsiveness and may not be evaluated or eligible for contract or grant award under this RFP.

The City reserves the right to request clarifications from Proposers prior to rejecting a proposal for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Proposer and will not provide a Proposer the opportunity to revise or modify its proposal.

**B. Proposal Evaluation (100 total possible points)**

TTX intends to award a contract to the Proposer that it considers will provide the best overall program services at a reasonable pricing structure. TTX reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this RFP. Proposals will be evaluated by an Evaluation Panel. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

Organizational Capability and Experience (40 points)

- The agency clearly demonstrates that it has the experience, organizational capability and infrastructure to successfully provide fiscal sponsor services as described in the RFP. (20 points)
- The agency clearly demonstrates that it has experience with fiscal controls and record keeping. (20 points)

Program Plan (40 points)

- The agency’s plan is clear, reasonable and provides a well thought out approach to provide fiscal sponsor services as described in the RFP. (15 points)
- The agency’s plan is clear, reasonable and provides a well thought out approach to create and maintain accurate and confidential records. (15 points)
- The agency’s staffing structure is clear, reasonable, and is well matched to the services required in the RFP and is reflected in the proposed Budget. (10 points)

Budget (20 points)

- The proposed fee for services is reasonable; matches the program requirements; and matches the proposed staffing structure. (20 points)

## **6. Terms and Conditions for Receipt of Proposals**

**A. Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 72 hours prior to the Proposals Deadline.

**B. Inquiries Regarding RFP**

Proposers shall submit all questions concerning this RFP, scope of services or requirements in writing by email only before the RFP Questions Deadline and directed to: sean.kline@sfgov.org. All Proposer questions concerning the RFP process shall be submitted no later than 72 hours prior to the Proposals Deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

**C. Objections to RFP Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not less than 72 hours prior to the Proposals Deadline, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Proposer to

object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

**D. Change Notices**

The Department may modify the RFP, prior to the Proposals Deadline, by issuing Addenda to the RFP, which will be posted at <http://mission.sfgov.org/OCABidPublication>. The Proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the Department prior to the Proposals Deadline regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposals Deadline, to determine if the Proposer has downloaded all RFP Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers, and updates, which will be posted on the City's Bid and Contracts website: <http://mission.sfgov.org/OCABidPublication>.

**E. Term of Proposal**

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

**F. Revision of Proposal**

A Proposer may revise a proposal on the Proposer's own initiative at any time before the Proposals Deadline. 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 Proposals Deadline.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the Proposals Deadline for any Proposer. At any time during the proposal evaluation process, the Department may require a Proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

**G. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the Proposer from full compliance with the specifications of the RFP or any contract or grant awarded pursuant to the RFP.

**H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the City and may be used by the City in any way deemed appropriate.

**I. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for

such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office; and
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a Proposer approaches any city officer or employee about a particular contract or grant, or a city officer or employee initiates communication with a potential contractor or grantee about a contract or grant. The negotiation period ends when a contract or grant is awarded or not awarded to the Proposer. Examples of initial contacts include: (1) a Proposer contacts a city officer or employee to promote himself or herself as a candidate for a contract or grant; and (2) a city officer or employee contacts a provider to propose that the contractor apply for a contract or grant. Inquiries for information about a particular contract or grant, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

## **J. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), Proposers' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts or grants shall be open to inspection immediately after a contract or grant has been awarded. Nothing in this 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 benefits 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.

## **K. Public Access to Meetings and Records**

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. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary 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. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect.

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.

**L. Reservations of Rights by the City**

The issuance of this RFP does not constitute an agreement by the City that any contract or grant will actually be entered into 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 a Request for Proposals;
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 RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

**M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

**N. Local Business Enterprise Goals and Outreach**

Due to county, federal, state and private funding for these services, Local Business Enterprise bid discounts will not be used in this RFP.

**O. Compliance with Previous Grant and Contract Requirements**

Agencies submitting proposals that have previously been granted by the City and County of San Francisco and/or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous contracts or grants (corrective actions) in order to be considered responsive to this RFP. Documented failure to correct performance/monitoring deficiencies identified in past City and County contracts or grant may result in agency disqualification to participate in this RFP.

**P. Other Terms and Conditions**

The selection of any Proposer for contract or grant agreement negotiations shall not imply acceptance by the City of all terms of any proposal or response to this RFP, which may be subject to further negotiation and approvals by the City.

If a satisfactory contract or grant agreement cannot be negotiated in a reasonable time with the selected Proposer, then the City, in its sole discretion, may terminate negotiations and begin contract or grant agreement negotiations with the next highest scoring Proposer or may continue competition among remaining Proposers without reinitiating the RFP process.

The City reserves the right at any time to approve, disapprove, or modify proposed staffing, plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFP.

This RFP does not in any way limit the City's right to solicit contracts or grant agreements for similar or identical services if, in the City's sole and absolute discretion, it determines the proposals submitted in response to this RFP are inadequate to satisfy its needs.

## 7. City Agreement Requirements

---

### A. Compliance with Laws and Regulations

Proposers must comply with all applicable State, Federal, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify the City at once, indicating in their letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

### B. City's Approval Rights over Subcontractors and Subcontractor Payments

The City has approval rights over the use of all Subcontractors. Proposers must identify all current Subcontractors in their Proposal. All current and future Subcontractors must conform to all City policies regarding Subcontractors. Furthermore, each Proposer understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Proposer accepts responsibility for full and prompt payment to the third party. Any dispute between the Proposer and the third party, including any payment dispute, will be promptly remedied by the Proposer. Failure to promptly remedy or to make prompt payment to a third party (Subcontractor) may result in the City's withholding of payment to the Proposer.

### C. Release of Liability

The Proposer hereby releases all individuals, entities and firms from all claims and losses that may arise from said individuals, entities or firms providing information, comments, or conclusions to inquiries that the City and County of San Francisco may make regarding the qualifications of any individual or firm seeking to be selected as a contractor or Subcontractor in connection with this RFP. This release is freely given and will be applicable whether or not the proposals by said individuals, entities or firms are accurate or not, or made willfully or negligently.

### D. Term of Cost and Work Effort Estimate

Submission of a Proposal signifies that the proposed services and prices are valid for the full term of the contract awarded under this RFP, including all options to extend, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

The City may award contract(s) or grant(s), based on Proposals received without discussion. A Proposer's initial cost and work effort estimate should, therefore, be based on the most favorable terms available. The City reserves the right to accept other than the lowest price offer and reject all Proposals that are not responsive to this RFP.

### E. Standard Agreement Provisions

The successful Proposer will be required to enter into a contract or grant agreement. Failure to timely execute the agreement, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the agreement, shall be deemed an abandonment of a contract or grant offer. The City, in its sole discretion, may select another Proposer.

### F. Nondiscrimination in Contracts and Benefits

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that

discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgov.org/cmd/>.

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

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

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

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

#### **I. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415) 701-4848.

#### **J. Conflicts of Interest**

The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Proposer that the City has selected the Proposer.

## **K. Insurance Requirements**

Upon award, Awarded Providers shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness; (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (4) Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services with limits not less than \$1,000,000 for each claim.

## **L. Compliance with Municipal Codes**

Awarded Providers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into an agreement with the City. Some of the laws are included in this RFP.

## **M. Companies Headquartered in Certain States**

This Agreement is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contract with the City. A list of states on the Covered State List is available at the website of the City Administrator.

# **8. Protest Procedures**

---

The City reserves the right to proceed with its Awarded Provider selection and/or negotiation process during any protest period. The City will cease its Awarded Provider selection process only if and when it receives a notification of decision that is in favor of the protester.

## **A. Protest of Non-Responsiveness Determination**

Within five business days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest by email (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth business day following the City's issuance of the notice 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 protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

## **B. Protest of Contract or Grant Award**

Within five business days of the City's issuance of a notice of intent to award contract(s) or grant(s) under this RFP, any Proposer that has submitted a responsive proposal, and believes that the City has incorrectly selected another Proposer for award, may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5<sup>th</sup>) business day after the City's issuance of the notice of intent to award a contract(s) or grant(s).



The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

All protests must be received by the due date. Protests **must** be submitted by email addressed to Gigi Whitley, Deputy Director for Administration and Finance for TTX at [Gigi.Whitley@sfgov.org](mailto:Gigi.Whitley@sfgov.org). Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

## **9. Standard City Vendor Forms<sup>3</sup>**

### **A. How to Become Eligible to Do Business with the City**

Before the City can award any award to a provider, all providers must meet the minimum requirements described below. There may be additional requirements placed upon a provider depending on the type of good or service to be purchased.

### **B. Mandatory Forms**

At a minimum, in order to become eligible to do business with the City, a provider must submit the following documents to the Vendor Support Division via the City’s supplier portal located at <https://sfcitypartner.sfgov.org/>:

1. Vendor Application Packet (includes **New Vendor Number Request Form** and **IRS Form W-9**)
2. CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)
3. CMD 12B-101 Declaration of Nondiscrimination in Contracts and Benefits

### **C. Provider Eligibility and Invoice Payment**

Providers must have a City-issued Supplier number, have all compliance paperwork submitted and approved by the City, and have an executed agreement or purchase order before payments can be made. Once a Supplier number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/>.



### **D. Vendor Eligibility Forms**

<b>Form</b>	<b>Purpose/Info</b>	<b>Routing</b>
<u>CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</u>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

<sup>3</sup> In this RFP section, the term “Vendor” is used interchangeably with “Supplier,” and describes a provider seeking to enter into contract or grant agreement with the City. Since the City’s transition to the PeopleSoft Financial System (FSP) in 2017, City providers are now assigned Supplier identification numbers (Supplier IDs), which replace previously-assigned Vendor numbers. Any references on proposal forms to “Vendor Number” shall mean a Supplier ID, assigned by the City. For more information, please visit <https://sfcitypartner.sfgov.org/>.

<b>Form</b>	<b>Purpose/Info</b>	<b>Routing</b>
<u>Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation</u> (Form CMD-12B-101)	This Declaration is used by the City's Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator's <b>Contract Monitoring Division Equal Benefits</b> web page.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<u>Vendor Profile Application</u>	Includes New Vendor Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

#### **E. Supplemental Forms**

<b>Form:</b>	<b>Required If:</b>
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and Subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or Subcontractors.
Insurance Requirements (pdf)	The solicitation requires the successful Proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond (pdf)	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond (pdf)	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application ( <u>Contract Monitoring Division</u> )	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/>