

City and County of San Francisco

Request for Proposals for

State-Tax Refund Debt Offset Services

RFP #BDR 2020-11



Date issued:
Proposal due:

11/24/2020
01/04/2021 5:00 p.m.

Request for Proposals **State-Tax Refund Debt Offset Services**

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Appendices:

- A. Standard Forms: Listing and Internet addresses of Forms related to Taxpayer Identification Number and Certification, to Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code.

- B. Agreement for Professional Services (form P-600) separate document

- C. Agreement for Software as a Service (form P-648) separate document

**Request for Proposals for
State-Tax Refund Debt Offset Services**

I. INTRODUCTION AND SCHEDULE

A. General

The purpose of this project is to enhance the collection efficacy of noncompliant delinquent debt owed to the City and County of San Francisco. Through the Office of the Treasurer & Tax Collector (“TTX”), the Bureau of Delinquent Revenue (“BDR”) would like to implement a state tax refund offset program. This solution will serve as a record matching process to accurately identify individuals and/or businesses with delinquent obligations owed to TTX-BDR to state tax refunds, lottery winnings, and unclaimed property, and offset the refund to either partially or fully satisfy the obligation. The proposed solution must be approved and fully integrated and compliant with all rules and requirements set forth by the Franchise Tax Board (“FTB”).

The contract shall have an original term of **5** years. In addition, the City shall have **1** option to extend the term for a period of **5** years, which the City may exercise in its sole, absolute discretion.

The contract total compensation for the original period is expected to not exceed \$40,000 to \$70,000. Should the contract be extended, the annual compensation will increase at a rate similar to the per year costs of the original term. Proposers may submit proposals with greater or lesser value, and cost and reasonableness of rates will be considered as part of the evaluation.

B. Schedule

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	
RFP is issued by the City	<u>11/24/2020</u>
Deadline for submission of written questions or requests for clarification	<u>12/14/2020 (5pm)</u>
Questions and Answer publicly posted	<u>12/18/2020 (5pm)</u>
Proposals due	<u>01/04/2021 (5pm)</u>

C. Contractors Unable to do Business with the City

1. Generally

Contractors 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. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

2. Companies Headquarter in Certain States

This Contract 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 contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

II. SCOPE OF WORK

The objective of the Scope of Work is to outline the requirements and general functional areas believed to be necessary to successfully perform this contract. The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The proposed State-tax refund debt offset services will need to contain features and or business processes that allow for the secured and automated interfaces between the TTX-BDR and the Franchise Tax Board (FTB) and/or other taxing authorities/agencies.

The scope of work required to implement the system will require, but is not limited to, the following:

- The proposed solution must be currently approved and fully engaged and compliant with the California Franchise Tax Board (FTB) to serve as a clearing house that operates an intercept program in conjunction with the State Controller's Office, collecting delinquent liabilities that individuals owe to state and local agencies/colleges. FTB intercepts tax refunds, Unclaimed Property (UPD) claims and lottery winnings owed by individuals. FTB redirects these funds to pay the individual's debts to the agencies/colleges. (California Government Code Sections 12419.2, 12419.7, 12419.9, 12419.10, 12419.11 and 12419.12).
- The system should be scalable and have the ability to interface with other taxing authorities / agencies.
- The applicant entity must have at least 2 years of experience successfully running a centralized automation system that transmits and processes personal income tax-debt offset against pending state personal income tax refunds and lottery winnings programs.
- The service must have a submission validation and data cleansing process with multiple factor identity authentication and matching process.
- The service must be able to issue refunds and assist TTX-BDR in issuing refunds
- The proposed solution will also have engagements and working solutions with other State tax systems for personal tax refund intercept services for both private and government agencies.
- The solution must have a secured encryption data file interchange process
- The solution should have a working test environment
- The proposed solution must have the ability to transmit intercepted refund monies to TTX-BDR through electronic payment transfer (i.e. ACH or Wire payments)
- Create customized reports, including an accounting of funds collected, collection rates by type of debt and performance metrics results.
- The solution should be able to issue a unique identifier per submission record and per file.

III. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposals must be received by 5:00 P.M. (PST) on **01/04/2021**. Proposals may be delivered via email to ricardo.lemos@sfgov.org.

B. Format

Submit an electronic version of the proposal via email to ricardo.lemos@sfgov.org. The entire response packet should be submitted as one file attachment. If items (portfolio pictures, etc.) are too large to combine into a single file, additional compressed files containing supplemental materials may be submitted. Response packet files must be either MS Word or PDF; picture files may be png or jpeg.

For word processing documents, the department prefers that text be unjustified (i.e., with a ragged-right margin) and use a serif font (e.g., Times Roman, and not Arial), and that pages have margins of at least 1” on all sides (excluding headers and footers).

Please include a Table of Contents.

C. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below. Proposals shall not exceed **14** pages, not including pricing or the required Contract Monitoring Division (CMD) forms. The proposal page count should not include brochures, literature and demonstrations. These additional items are welcome but should not be submitted in lieu of responding to the requested information in the RFP.

1. Introduction and Executive Summary (up to 2 pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal. Please include company legal name, headquarters’ physical address, lead contact name and title, phone number, email and address.

2. Project Approach (up to 3 pages)

Describe the services and activities that your firm proposes to provide to the City. Include the following information:

- a. Description of service
- b. Description of process
- c. Description of implementation process and team assigned to the account

3. Firm Qualifications (up to 4 pages)

Provide information on your firm’s background and qualifications which addresses the following:

- a. A description of not more than four projects similar in size and scope prepared by your firm including client, reference, email, telephone numbers, staff members who worked on each project, budget, schedule, and project summary. Descriptions should be limited to one page for each project.

4. Team Qualifications (up to 2 pages)

- a. Provide a list identifying: (1) each key person on the project team, (2) the project manager, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
- b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

5. References (up to 3 pages)

Provide references for the projects that comprise your minimum qualifications. Proposer's references will be used to confirm and verify that Proposer has met the minimum qualifications. Provide references for A satisfactory track record of successfully running a centralized automation system that transmits and processes personal income tax-debt offset with the CA Franchise Tax Board. The references should include the name, address, email and telephone number of at least 2 but no more than 3 recent clients (preferably other public agencies).

By including these references, Proposers are representing that the references are familiar with Proposer's work and experience, and references will be truthful in any representations.

6. Price Proposal (pages as needed)

The City intends to award this contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Include the following pricing information:

Competitive pricing for the services necessary to securely transmit, data scrub/cleanse, retrieve and report (i.e. list pricing, subscription, itemized costs, other pricing methodology, etc.). Pricing structure must be clearly defined; At minimum the pricing information should include, if applicable, software licensing costs, professional services, equipment, annual maintenance, and line item costs for each specific component of the service.

7. Certification of Headquarters in Accordance with Administrative Code Chapter 12X.

Proposals should contain the following statement:

“I certify that my company is headquartered at the following address _____. I will notify the City if my company's headquarters moves.”

8. Contract Monitoring Division (CMD) Local Business Enterprise Requirements and Outreach further clarified in section VI N below.

“Attachment 2: Requirements for Architecture, Engineering, & Professional Services Contracts”

<http://www.sfgsa.org/index.aspx?page=6135>

- (1) Form 2A-CMD Contract Participation Form
- (2) Form 2B- CMD “Good Faith Outreach” Requirements Form
- (3) Form 3- CMD Non-Discrimination Affidavit
- (4) Form 4- CMD Joint Venture Form (if applicable), and
- (5) Form 5- CMD Employment Form

IV. EVALUATION AND SELECTION CRITERIA

This section describes the guidelines used for analyzing and evaluating the proposals. It is TTX-BDR’s intent to select Proposer for contract negotiations that will provide the best overall service package inclusive of fee considerations. Proposers selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit TTX-BDR’s right to solicit contracts for similar or identical services if, in TTX-BDR’s sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs.

A. Minimum Qualifications

Below is a list of the functionality that is critical to our collection process and must be included with the solution. They comprise the minimum requirements for the solution. Please indicate if your proposed solution includes the feature by marking an X in the corresponding “Yes” or “No” boxes.

Required Functionality and/or Services	Yes	No
Interface with the CA Franchise Tax Board for State-Tax Refund Debt Offset		
Is certified, approved and compliant as a vendor with the California Franchise Tax Board (FTB)		
A 2 years of experience running a centralized automation system that transmits and processes personal income tax-debt offset		
A submission validation and data cleansing process with multiple factor identity authentication and matching process.		
A secured encryption data file interchange process		
Create customized reports, including an accounting of funds collected, collection rates by type of debt and performance metrics results.		
Able to issue a unique identifier per submission record and per file.		
A working test environment that mirrors live production		

Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract. If required information is complete, but the department determines that the Proposer does not meet minimum qualifications, Proposer may be deemed non-responsive.

B. Desired Features

The list below is for the highly desired functionality and or services, while not a minimum requirement, are important to the TTX-BDR collection process. Please indicate if your proposed solution includes the feature by marking an X in the corresponding “Yes” or “No” boxes.

Desired Features	Yes	No
Ability to transmit intercepted refund monies to TTX-BDR through electronic payment transfer (i.e. ACH or Wire payments)		
Ability to interface and create offset process with other State Taxing authorities		
Able to issue refunds and assist TTX-BDR in issuing refunds		

C. Selection Criteria

The proposals will be evaluated by a selection committee comprised of parties with expertise in the needed services. The City intends to evaluate the proposals generally in accordance with the criteria itemized below. The City may, at its sole discretion, invite up to **three** of the firms with the highest scoring proposals to be interviewed by the committee to make the final selection, should additional clarification be required after reviewing initial proposal submissions.

Overall Evaluation Process

The evaluation process will consist of the phases specified below with the following allocation of points

Evaluation Phase	Maximum Points
Screening of Minimum Qualifications	Pass/Fail
Written Proposal	40
Price	20
Oral Interview (optional)	40
TOTAL	100

Screening of Minimum Qualifications

Each proposal will be reviewed for initial determinations on whether Proposer meets minimum qualifications referenced in Section **IV A** of this RFP. Proposals will not be scored during the screening of Minimum Qualifications. This screening is simply a pass or fail determination as to whether the Proposer has met the minimum qualifications. A proposal that fails to meet the minimum qualifications will not be eligible for 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. Clarifications are limited exchanges between the City and Proposer for the purpose of clarifying certain aspects of the proposal and will not provide a Proposer the opportunity to revise or modify its proposals. Only proposals that meet the minimum qualifications can proceed to the next evaluation phases.

I. Written Proposal (40 points possible)

A. Project Approach

1. The proposed solution contains all the functionality and services described in the “Required Functionally and or Services” listed in Section IV A
2. Number of “Desired Features” features included in the functionality or demonstrations an equivalent solution as listed in sections IV B
3. Shows understanding of the project and the tasks to be performed.
4. Demonstrates that it has a competent leadership team driving the company forward as well as seasoned experienced professionals managing and upkeeping the system and process.
5. Workload, staff availability and accessibility.

B. Experience of Firm

1. Expertise of the firm in the field. Demonstrates a successful track record of tax offset with other entities; Quality of recently completed projects, including adherence to schedules, deadlines.

II. Pricing Cost (20 points possible)

Competitive pricing for the services necessary to securely transmit, data scrub/cleanse, retrieve and report (i.e. list pricing, subscription, itemized costs, other pricing methodology, etc.). Pricing structure must be clearly defined; At minimum the pricing information should include, if applicable, software licensing costs, professional services, equipment, annual maintenance, and line item costs for each specific component of the service.

III. Oral Interview (40 points)

The City may, at its sole discretion, invite up to three of the firms with the highest scoring proposals to be interviewed by the committee to make the final selection. Following the evaluation of the proposal submissions (Minimum Qualifications, Written, Pricing), all Proposers scores will be tabulated and ranked. Up to three Proposers receiving the highest scores may be invited to present a demonstration of the proposed (FTB) State-Tax Refund Debt Offset Services solution using data provided by TTX-BDR. It is preferred that the demonstration does not exceed 90 minutes. Proposers will each be tasked with demonstrating specific features of the proposed solution to the evaluation panel. Following the presentations and oral interviews, the City will tabulate all scores, rank the Proposers, and select the highest ranked Proposer for contract negotiation.

Logistical information on remote oral presentations will be provided upon invitation.

Software Features for the Live Demonstration

For the live demonstration a sample of test accounts of varying debt types will be provided to the Proposers. The account reference data, demographic, and financial details will be included. Using the test accounts Proposers will need to present and demonstrate the efficacy of validating the data and the tax offset. The proposed solution should demonstrate all the minimum requirements.

- Demonstrate the submission validation and data cleansing process with multiple factor identity authentication and matching (15 pts)
 - Ability to report on where the data failed, for example, if the data did not match date of birth with the subject's social security number.
- The solution must have a secured encryption data file interchange process (5 pts)
- Show how a unique identifier per submission record and per file (5 pts)
- The proposed solution must have the ability to transmit intercepted refund monies to TTX-BDR through electronic payment transfer (i.e. ACH or Wire payments) (5 pts)
- The service must also provide an accounting of funds collected and provide metrics and reports according to TTX-BDR Specifications. (5 pts)
 - Number of accounts submitted
 - Number of accounts that did not pass the identity validation check
 - Number of direct hits
 - Amount of money intercepted (in-full vs. partial recovery)
- Demonstrate a working test environment (5 pts)

V. PRE-PROPOSAL QUESTIONS AND CONTRACT AWARD

Question and Answer Period

Proposers shall submit all questions concerning this Request for Proposal in writing by email only during the Question and Answer Period, ending **12/14/2020** no later than **5:00 pm** PST and directed to: Ricardo.lemos@sfgov.org. Questions and Answers will be posted publicly no later than December 18th at 5:00 pm.

Ricardo Lemos, Assistant Director Bureau of Delinquent Revenue
City and County of San Francisco
TTX- BDR
Ricardo.Lemos@sfgov.org

Please reference RFP No. #BDR 2020-11

It is the responsibility of the Proposer to check for any RFP Addendums, Q&A postings, and other updates which will be posted on the City Partner website and the Office of the Treasurer & Tax Collector website:

<http://www.sftreasurer.org/about-us/request-proposals>

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

A. Contract Award

The Office of the Treasurer & Tax Collector will select a Proposer with whom Office of the Treasurer & Tax Collector staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Office of the Treasurer & Tax Collector, in its sole discretion, may terminate negotiations with the highest ranked Proposer and begin contract negotiations with the next highest ranked Proposer.

VI. 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 date that proposals are due. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Proposers shall submit all questions concerning this Contract Proposal, scope of services or requirements in writing by email only during the Question and Answer Period, ending **12/14/2020** no later than **5:00 pm deadline time** PST and directed to:

Ricardo.lemos@sfgov.org. All Proposer questions concerning the bid process shall be submitted no later than 72 hours prior to the bid deadline on **12/31/2020**. 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 RFP 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 proposal due date, by issuing an Addendum to the RFP, which will be posted on the website. The Proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department 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 Bid Addendum(s). It is the responsibility of the Proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City Partner website and Office of the Treasurer & Tax Collector's website:

<http://www.sftreasurer.org/about-us/request-proposals>

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

E. Term of Proposal

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

F. Revision of Proposal

A Proposer may revise a proposal on the Proposer's own initiative at any time before the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before, but no later than the proposal due date and time.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Proposer.

At any time during the proposal evaluation process, the 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 vendor from full compliance with the specifications of the RFP or any contract 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
- 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 contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, 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:

1. 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.
2. 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.
3. 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), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract 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 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

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this RFP.

Each solicitation process requires a **new submittal of CMD Attachment 2 forms** at the following link, located under the heading “Attachment 2: Requirements for Architecture, Engineering, & Professional Services Contracts”:

<http://www.sfgsa.org/index.aspx?page=6135>

- (1) Form 2A-CMD Contract Participation Form
- (2) Form 2B- CMD “Good Faith Outreach” Requirements Form
- (3) Form 3- CMD Non-Discrimination Affidavit
- (4) Form 4- CMD Joint Venture Form (if applicable), and
- (5) Form 5- CMD Employment Form

Please submit Forms 2A, 2B, 3 and 5 (and Form 4 if Joint Venture response) with your Response Package. The forms should be part of the “Original” of your response. The forms should have original signatures.

If these forms are not returned with the response, the response may be determined to be non-responsive and may be rejected.

1. Local Business Enterprise Goals and Outreach

The requirements of the Local Business Enterprise (LBE) and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the S.F. Administrative Code as it now exists or as it may be amended in the future (collectively the “LBE Ordinance”) shall apply to this solicitation. More information regarding these requirements can be found at:

<http://www.sfgov.org/cmd>

2. LBE Sub-consultant Participation Requirement

Please refer to San Francisco Administrative Code Chapter 14B and *CMD Attachment 2* for information concerning the City's LBE program.

The LBE sub-consulting requirement is **waived for this contract**.

3. Link to LBE Sub-consultant Directory

This link takes you to a directory of current Local Business Enterprises.

http://mission.sfgov.org/hrc_certification/

4. LBE Participation and Rating Bonuses

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. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- a) A 10% bonus to a Small or Micro LBE—including Non-Profit; or a joint venture between or among LBEs; or
- b) A 5% bonus to a joint venture with LBE participation that equals or exceeds 35%, but is under 40%;
- c) A 7.5% bonus to a joint venture with LBE participation that equals or exceeds 40%;

Joint Venture Rating Bonus If applying for a rating bonus as a joint venture, the LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the response, 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 joint venture. The portion of the LBE joint venture’s work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The LBE joint venture’s portion of the contract must be assigned a commercially useful function.

5. Application of the Rating bonus:

The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

- a) Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To \$400,000. A 10% rating bonus will apply to any proposal

- submitted by a CMD certified Small or Micro LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.
- b) Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000. A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5% rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE proposer or a JV with LBE participation.
 - c) Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000. A 2% rating bonus will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE.
 - d) The rating bonus for a Joint Venture (“JV”) with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of \$10,000 and Less Than or Equal to \$10,000,000:
 - i. 10% for each JV among Small and/or Micro LBE prime proposers.
 - ii. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime proposers.
 - iii. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime proposers.
 - iv. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.
 - e) The rating bonus does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

The following rating bonus/bid discount shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

- a) Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To \$400,000. A 10% rating bonus/bid discount will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus/bid discount.
- b) Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000. A 10% rating bonus/bid discount will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5% rating bonus/bid discount will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus/bid discount shall not be applied at any stage if it would adversely affect a Small or Micro-LBE.
- c) Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000. A 2% rating bonus/bid discount will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE. C.

The rating bonus/bid discount does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

6. CMD Contact

If you have any questions concerning the CMD Forms and to ensure that your response is not rejected for failing to comply with S.F. Administrative Code Chapter 14B requirements, please call **Dalmar Ismail, the CMD Contract Compliance Officer for this solicitation at (415) 581 – 2322** or by e-mail at dalmar.ismail@sfgov.org; or the main CMD phone number (415) 581-2310. The forms will be reviewed prior to the evaluation process.

VII. CONTRACT REQUIREMENTS

A. Standard Contract Provisions

The successful Proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, 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 firm and may proceed against the original selectee for damages.

B. 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/>.

C. 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. 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.

D. 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.

E. 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.

F. 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.

VIII. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm 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. Such notice of protest must be received by the City on or before the fifth working 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 Non-Responsible Determination

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive Proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice 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 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.

C. Protest of Contract Award

Within five working days of the City's issuance of a notice of intent to award the contract, any firm 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. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to 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 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.

D. Delivery of Protests

All protests must be received by the due date. Protests must be submitted by email. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered. Protests must be delivered to:

Ricardo Lemos, Assistant Director Bureau of Delinquent Revenue
City and County of San Francisco
TTX- BDR
Ricardo.Lemos@sfgov.org

Appendix A
Standard Forms

A. How to become Eligible to Do Business with the City:

Before the City can award any award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor 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 vendor must submit the following documents to the Supplier Support Division via the City’s supplier portal located at <https://sfcitypartner.sfgov.org/>:



1. [Become a Registered Bidder](#)
2. [San Francisco Business Tax Registration](#)
3. [12B Equal Benefits Declaration](#)

Detailed instructions on how to become an eligible to do business with the City can be found here: [A Step by Step Guide to Becoming an Approved Supplier](#)

C. Supplier Eligibility and Invoice Payment:

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor 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. Supplemental Forms:

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration ( MCO_Declaration_10_1_18.pdf)	You have at least \$25,000 in cumulative annual business with a City department and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration ( HCAO_Declaration_10_1_18.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

RFP for State-Tax Refund Debt Offset Services

	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 bidder 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 (Contract Monitoring Division)	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/> .