

City and County of San Francisco

Request for Proposals for

Drupal Long-Term Support Services
RFP #FY21 Drupal Support



Date issued:
Proposal due:

December 7, 2020
5:00 p.m., January 11, 2021

Request for Proposals for **Drupal Long-Term Support 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

Request for Proposals for

Drupal Long-Term Support Services

I. INTRODUCTION AND SCHEDULE

1. About the Office of the Treasurer and Tax Collector

The City and County of San Francisco's Office of Treasurer and Tax Collector (TTX) works to maximize revenue by building and executing high quality collections and compliance systems that balance equity, security and ease of use. We strive to provide high quality customer service through diverse channels that support all San Franciscans. Additionally, the Office of the Treasurer and Tax Collector also oversees two initiatives: [The Office of Financial Empowerment](#) and the [Financial Justice Project](#).

The Office of Financial Empowerment (OFE) is a unique private-public partnership housed within the Office of the Treasurer and 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.

The Financial Justice Project is the nation's first effort embedded in government to assess and reform fines, fees, and financial penalties that disproportionately impact struggling residents. Housed in the Office of the Treasurer, the Financial Justice Project has two main goals: First, to listen to community members to identify fine and fee pain points. Second, to identify and implement doable solutions for government and the courts. Over the last two years, The Financial Justice Project has worked with dozens of community partners, city departments and the courts to enact a range of reforms. A list of reforms is [available here](#).

2. General

The Office of the Treasurer and Tax Collector (TTX) seeks Drupal long-term support services for TTX, the Office of Financial Empowerment (OFE) and the Financial Justice Project (FJP) websites.

The contract shall have an original anticipated term of 3 years. In addition, the City shall have 2 options to extend the term for a period of 3 years each, which the City may exercise in its sole, absolute discretion.

The contract total compensation for the original period is expected to not exceed \$100,000. 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.

A. Schedule

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	December 7, 2020
Deadline for submission of written questions or requests for clarification	December 21, 2020 (5 p.m.)
Questions and Answer posted online	December 28, 2020
Proposals due	January 11, 2021 (5 p.m.)

B. 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 Headquartered 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 requirements or qualifications. Proposing teams may suggest a modified scope as part of their proposal.

Long-term Drupal support for TTX, the Office of Financial Empowerment (OFE) and the Financial Justice Project (FJP) websites, including:

- Design and development support
- Monthly meetings to review status and support needs for websites
- Drupal updates
- Module upgrades

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- Maintain automated deployment preview environments
- Deliver City and County of San Francisco (CCSF) base theme module packages to each site's code base
- Bug fixes
- Security patches
- Development modifications
- Updating content types/views
- Third-party integrations
- CSS/HTML changes
- Commerce updates
- Performance enhancements
- Google Analytics
- Technical SEO
- User research
- Use experience Strategy
- Content Entry, Consulting and Training.

III. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposals must be received by 5:00 P.M. (PST) on January 11, 2021. Proposals may be delivered electronically via email to eric.manke@sfgov.org.

B. Format

Submit an electronic version of the proposal via email to eric.manke@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 MSWord or PDF; picture files may be png or jpeg.

C. Content

Firms interested in responding to this RFP must submit the following information, in the order specified below:

1. Basic Information

- a) Proposer Name
- b) Proposer Address
- c) Proposer Contact Name

- d) Proposer Contact Phone Number
- e) Proposer Contact Email Address
- f) Date Proposal Submitted to City

2. Introduction and Executive Summary

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.

3. Project Approach

Describe your approach to performing the tasks and producing the deliverables described in the scope of work above. The project approach should describe project methods, timeline, and expectations for client involvement. Include the following information:

- a. Overall scope of work tasks; and
- b. Assignment of work within your firm's work team.

4. Firm Qualifications

Briefly summarize your firm's past experience and qualifications providing, and current capacity to provide, services comparable to those requested under this RFP that address the following:

- a. Name, address, and telephone number of a contact person; and
- b. A brief description of your firm, as well as how any joint venture or association would be structured; and
- c. A description of not more than four projects similar in size and scope prepared by your firm including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project. If joint consultants or sub-consultants are proposed provide the above information for each.

5. Team Qualifications

- 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.
- c. Provide samples of prior work.

6. Price Proposal

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.

Please provide a fee proposal in a separate electronic folder that includes the following:

- a. Proposed costs for the tasks and total fee for the work described in Scope of Work with a not-to-exceed figure; and
- b. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work if necessary.

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.”

IV. EVALUATION AND SELECTION CRITERIA

It is the Office of the Treasurer and Tax Collector's intent to select a 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 the Office of the Treasurer and Tax Collector's right to solicit contracts for similar or identical services if, in the Office of the Treasurer and Tax Collector's sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs.

A. Minimum Qualifications

- 1. Three years verifiable experience providing similar services as those noted in the Scope of Work.

2. Verifiable experience working with municipalities (or similar government agencies) on similar services as those noted in the Scope of Work.

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. Selection Criteria

The proposals may be evaluated by a selection committee comprised of parties with Drupal experience. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

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	80
Price	20
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.

Written Proposal Evaluation

Firm & Staff Qualifications – 40 points

- a) Proposer’s experience providing services comparable to those requested in this RFP
- b) Proposer’s capacity and resources to provide the services under this RFP
- c) Qualifications and educational backgrounds of lead staff members proposed to perform services for the City are appropriately demonstrated in the response

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- d) Clarity and appropriateness of proposed staffing structure, roles and responsibilities

Project Approach – 40 points

- a) Project approach demonstrates understanding of the project and the tasks to be performed
- b) Expectations of client involvement or level of effort are clear
- c) Demonstrates sufficient expertise or methodology to create competitive differences that will be beneficial to the City

Price Proposal

The City intends to award this contract to the firm that it considers will provide the best overall 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.

Cost Proposal – 20 points

- a) Cost proposal is sufficiently detailed, reasonable and appropriate.

V. QUESTION AND ANSWER PERIOD 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 **December 21, 2020** no later than **5:00 p.m.** PST and directed to: **eric.manke@sfgov.org**. Questions and Answers will be posted publicly on December 28, 2020.

Eric Manke

City and County of San Francisco
Office of the Treasurer and Tax Collector
eric.manke@sfgov.org

Please reference RFP No. #FY21 Drupal Support

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 and 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 and Tax Collector will select a Proposer with whom Office of the Treasurer and 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 and

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 **December 21, 2020 no later than 5:00 p.m. PST** and directed to: eric.manke@sfgov.org. All Proposer questions concerning the bid process shall be submitted no later than 72 hours prior to the bid 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 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 and 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 3- CMD Non-Discrimination Affidavit
- (3) Form 4- CMD Joint Venture Form (if applicable), and
- (4) 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 and Outreach

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 for this contract has been waived.

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 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** 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:

Eric Manke: eric.manke@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	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

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( HCAO_Declaration_10_1_18.pdf)	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/> .