

City and County of San Francisco

Sourcing Event ID 0000006788

Formal Invitation for Bids for: Kindergarten to College Financial Institution Partner

This Solicitation can be viewed under at City’s Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx> and on the Treasurer & Tax Collectors website here: <https://sftreasurer.org/about-us/request-proposals>



Request for Proposals Issuance	March 30, 2022, 12:00 PM
Deadline for Questions	April 13, 2022, 5:00 PM
Responses to Questions Issued	April 22, 2022, 5:00 PM
Deadline to Submit Proposals	May 18, 2022, 5:00 PM
[Optional] Short-Listing Notification for Oral Interviews	June 24, 2022, 5:00 PM
[Optional] Oral Interviews	Week of July 4, 2022
Notice of Intent to Award	July 20, 2022, 5:00 PM
Period for Protesting Notice of Intent to Award	Within (3) three business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Nicole Agbayani Director, Office of Financial Empowerment, Office of the Treasurer-Tax Collector City Hall, Room 140 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4685 Sf.ofe@sfgov.org

Solicitation Attachments:

- Attachment 1: Proposer Information and References
- Attachment 2: Minimum Qualifications
- Attachment 3: Institutional Capability and Commitment to Financial Access
- Attachment 4: Requirements
- Attachment 5: Community Engagement and Customer Experience
- Attachment 6: Pricing Pro-Forma
- Appendix A: City’s Proposed Agreement Terms (P-600)
- Appendix B: Standard Requirements for Successful Proposers
- Appendix C: Outcome Tracker Transactions Format

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I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

Request for Proposals (hereinafter “Solicitation”) is being issued by Office of the Treasurer & Tax Collector (“TTX”). TTX seeks to solicit qualified Financial Institutions (“Proposers”) to provide proposals for banking services to San Francisco’s universal Children’s Savings Account (CSA) program, Kindergarten to College (“K2C”). The City may, at its discretion, solicit for additional proposers in the future if this will increase access, inclusion and engagement of participants and families.

2. Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of five (5) years. The City at its sole, absolute discretion, shall have two options to extend the term for 3 additional years and 2 additional years respectively for a total of 10 years.

C. Anticipated Contract Not to Exceed Amount

The not to exceed (“NTE”) amount for a contract awarded pursuant to this Solicitation cannot be anticipated at the time of this Solicitation.

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimal amount of goods or services for any of the Proposers selected for contract negotiations or for the awarded Proposer(s). Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may purchase any greater or lesser quantity. City may also make purchases of items awarded pursuant to this Solicitation from other suppliers when City determines, in its sole discretion, that it is in the best interest of the City to do so.

D. Cooperative Agreement

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

E. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee - is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

F. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other pertinent information posted on the Treasurer & Tax Collector's website.

Proposal Phase	Tentative Date
Request for Proposals Issued	March 30, 2022, 12:00 PM
Deadline for Written Questions	April 13, 2022, 5:00 PM
Responses to Questions Issued	April 22, 2022, 5:00 PM
Deadline to Submit Proposals	May 18, 2022, 5:00 PM
[Optional] Short-Listing Notification for Oral Interviews	June 24, 2022, 5:00 PM
[Optional] Oral Interviews	Week of July 4, 2022
Notice of Intent to Award	July 20, 2022, 5:00 PM
Period for Protesting Notice of Intent to Award	Within (3) three business days of the City's issuance of a Notice of Intent to Award.

G. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than the deadline for submission of written questions or requests for clarification.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the Treasurer & Tax Collector's website here: <https://sftreasurer.org/about-us/request-proposals>

2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must email completed proposal to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation. Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

H. Proposal Selection

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

I. Contract Terms and Negotiations

The successful Proposer will be required to enter into an Agreement substantially in the form of the Agreement attached hereto as Appendix A, "City's Proposed Agreement Terms". If Proposer is unable to accept City's Proposed Agreement Terms substantially in the form presented, Proposer shall include a revised copy of City's Proposed Agreement with its Proposal. The revised copy of the Proposed Agreement must clearly:

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

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

A revised, or redlined, copy of Appendix A, City's Proposed Agreement Terms, will be requested within ten days of the notice of Intent to Award to the selected Proposer.

J. Protest Procedures

1. Protest of Non-Responsiveness Determination

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

2. Protest of Non-Responsible Determination

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

3. Protest of Contract Award

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

4. Delivery of Protests

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

II. CITY'S SOCIAL POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy Requirements can be found in Appendix A, City's Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Appendix A, City's Proposed Agreement Terms.

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Appendix A, City's Proposed Agreement Terms.

2. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. *Refer to Appendix A, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

B. Health Care Accountability Ordinance

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. *Refer to Appendix A, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

C. Minimum Compensation Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Refer to Appendix A, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation..

D. First Source Hiring Program

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. Refer to Appendix A, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

E. Green Purchasing Requirements

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Proposers are encouraged to refer to Appendix A, City's Proposed Agreement Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

F. Other Social Policy Provisions

Appendix A, City's Proposed Agreement Terms, identifies they City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

III. SERVICES REQUESTED

General Terms

General terms used in the Request for Proposal are defined below:

- "Proposer" –any financial institution or other entity submitting a proposal to this Request for Proposals
- "RFP" – Request for Proposal
- "Contractor" – the financial institution awarded a contract for services under this RFP
- "the City" – the City & County of San Francisco
- "Treasurer & Tax Collector" – the Office of the Treasurer & Tax Collector
- "K2C" – Kindergarten to College, a program of the Office of the Treasurer & Tax Collector
- "SFUSD" – San Francisco Unified School District

- “CSA” – Children’s Savings Account: long-term savings and investment accounts at a financial institution
- “IS” – Information System
- “Participants”—SFUSD students with accounts
- “Participant accounts” –college savings accounts for participants
- “Participant” funds – funds contributed by students, families or third parties
- “Program” funds – funds contributed by the City & County of San Francisco
- “College” – refers to 2- or 4-year college, as well as any other accredited post-secondary option

Background

CSAs are long-term savings or investment accounts that help children and their families, especially those from low-income families, build savings for the future. In Spring 2011, the City & County of San Francisco launched the first universal, publicly funded CSA program in the country. K2C automatically opens a college savings account for every child entering the City’s public schools and seeds each participant account with \$50 to put participants on a path to college from the first day of school. Subsequently, participants have the opportunity to earn additional incentives provided by the City. Examples include but are not limited to small dollar incentives provided for engaging with the account and making deposits. The idea behind K2C is simple: help families start saving by removing barriers to opening an account and providing incentives to spur family and student contributions. Learn more here:

www.k2csf.org

All participants from Kindergarten through 11th grade now have a Participant account for a current total of 49,358 accounts. Approximately 23% of families with an account have made a deposit into their child’s account. Participant accounts now hold approximately \$10.9 million. K2C families are currently depositing more than one million dollars per year.

Of the accounts of families with savings, the amount of deposit activity varies.

- 12% make 6 or more deposits per year
- 17% make 2-5 deposits per year
- 18% make 1 deposit per year
- 53% make less than 1 deposit per year.

Approximately \$6.8 million has been contributed by families through a variety of channels reflected in the table below and this balance will grow over time.

Average Monthly Deposits: July 2021-January 2022			
Transaction Type	Number of Deposits	Total Deposits	%
Bill Pay	1,579	\$ 66,431.95	46%
Branch	271	\$ 50,108.02	35%
Direct Deposit	538	\$ 19,589.86	14%
Mail	179	\$ 7,511.36	5%
Total	2,567	\$ 143,641.19	100%

*Note: Prior to COVID, 1% of deposits were generated through Bulk School Deposits (i.e. Deposit Days and Bank Fieldtrips).

The City and County is now soliciting for a financial institution (“proposer”) to be the banking provider for Participant accounts – open accounts, accept deposits, and potentially disburse funds – while a separate information system vendor provides a technology platform K2C will use to administer the program, including for internal and external recordkeeping.

A. STATEMENT OF NEED

The proposer will be responsible for opening, managing, closing and disbursing upon request funds from the accounts. The accounts should allow for the features listed below.

Set Up Using Third-Party Custodial Structure: The K2C program will serve as custodian of the funds on behalf of participants, with the City serving as the account holder and participants as beneficiaries of subaccounts, or participant accounts. The primary reasons for having a third-party (non-parent) custodian are to:

- **Enable automation and scale** — Individual parent signatures are not required to open third-party custodial accounts, allowing large numbers of participants to be automatically enrolled quickly and efficiently.
- **Secure savings** — Third-party custodianship safeguards program funds, ensuring they are restricted until the participant is ready to use them to pay for postsecondary education.
- **Protect families from asset limits** — Families are protected from the potential loss of federal and state benefits in public programs that place asset limits on the amount of savings and other resources recipients can accumulate without losing eligibility.

Opened Automatically: Participants are automatically enrolled in the program using public school records, without parents or guardians having to take any action. Automatic enrollment ensures all participants have an account, unless the parent or guardian chooses to opt out. K2C works with San Francisco Unified School District (SFUSD) to obtain participant data such as the participant’s name, date of birth, school, student identification number, and address. No Social Security Number is provided. K2C will electronically transmit a single roster with all participant information to the Proposer for account opening twice a year. Thus, the Proposer must be able to open participant accounts or subaccounts without the use of a Social Security Number (SSN). Currently, approximately 5,000 students enroll in SFUSD each school year, the majority during the Fall semester. Ideally, Proposer will create account numbers for all participants utilizing their student identification number.

No Fees or Charges for Participants: Participants and their families will not incur any fees for the accounts, such as account use or maintenance fees. Fees on accounts, if any, will be borne by the City.

Deposit Only: The accounts must be deposit-only, meaning that funds can be deposited into the account but not withdrawn by participants. Only K2C may authorize a withdrawal.

No Minimum Contribution or Account Balance: Participants will be able to deposit any amount into the Participant account with no minimum deposit or account balance requirement.

Account Numbers: The Proposer will ideally utilize SFUSD student ID numbers as students’ account numbers to ease administrative burden on families. Currently, K2C issues paper account

cards to all participants. K2C encourages proposers to consider ways in which they can improve cards. For example, having student IDs double as account cards or creating cards that can be used by participants at ATMs to make deposits

Multiple Deposit Channels: In order to be accessible to participants and families, the Proposer should be able to accept deposits through a variety of channels, including online by Bill Pay, Automated Clearing House (ACH) or direct deposit; in-person at physical locations by cash, check, or money order; by mail; at an ATM; and by bulk deposit made by K2C. Ideally, the Proposer will have physical locations, either theirs or those of partner institutions, to accept deposits in a variety of locations across the city that are open, including during non-standard business hours (e.g., evenings and weekends). The Proposer's reach could be extended through the credit union Co-Op, Allpoint, other ATM networks, or any other deposit networks. The Proposer's reach could also be extended through one or more partnerships with financial technology (fintech) firms. The Proposer's reach could also be extended through partnership with major retailers. The Proposer's reach could be extended by other innovative means suggested by the Proposer in their proposal that support "barrier-free deposits" and increased access for participants. The City may, at its discretion, solicit for additional proposers in the future to increase access, inclusion and engagement of participants and families.

Depositors: The Proposer should accept deposits to participant accounts from any interested person or organization, including from participants themselves. To the extent allowable under Federal regulations, the Proposer should require no I.D. of participants and families making non-cash deposits or small-dollar cash deposits. When required, the Proposer should accept San Francisco Unified School District-issued picture I.D as a valid form of identification when participants make cash deposits.

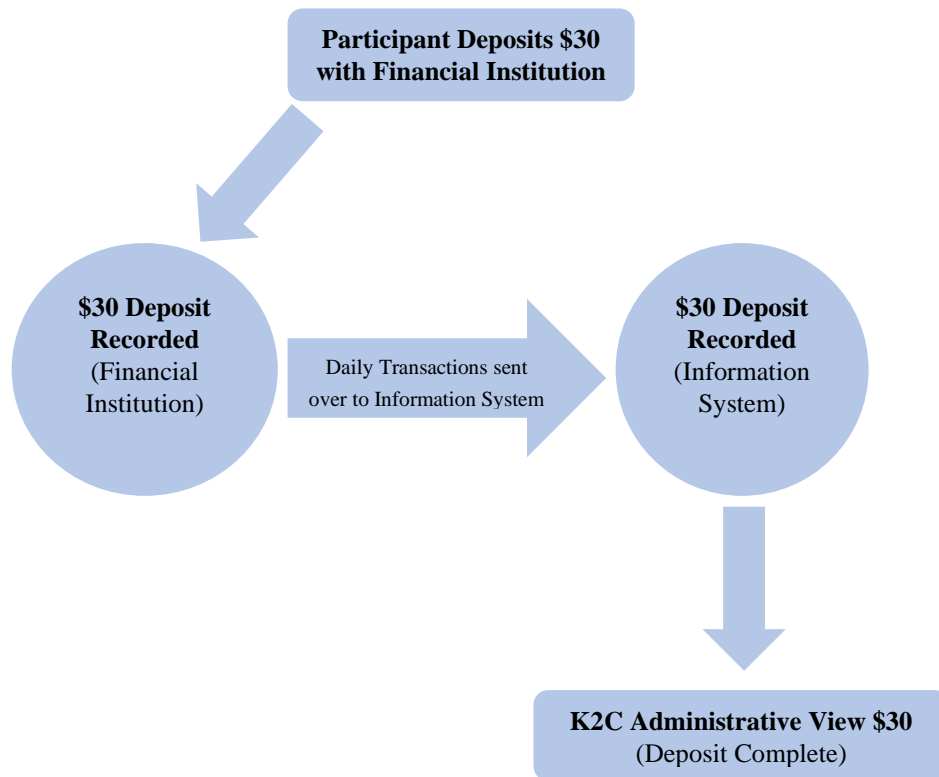
Customer Service and Outreach: Proposers should have a strong commitment to ensuring a high and consistent standard of customer service, including the K2C families who may not be account holders with the institution outside of their participant account. All participants should receive a level of customer service commensurate with all other customers of the Proposer, including a smooth and barrier-free deposit experience. The Proposer should be willing and energetic about participating on community engagement efforts, including but not limited to field trips to the Proposer's place of business and community deposit days.

Data Sharing with an Information System Platform: The City will utilize a third-party information system (IS) platform, VistaShare, for information management and recordkeeping, and incentive calculation. K2C will use the IS platform to track account activity and balances. Since the account structure will not be a typical savings account, the IS platform will also serve as a user portal for participants and their parents or guardians to view account balances and activity, rather than using a Proposer's online user portal. The Proposer will need to transmit account activity data to K2C's IS platform. Typically, financial institutions provide a daily transaction report directly to CSAs' IS platform at the close of business each day. The report details not just the account participant and deposit amounts, but also the branch location and type of deposit (e.g. cash, check, direct deposit, etc.) for evaluation purposes. At the end of this section is a graphic example of the process flow of a deposit to a participant's account.

Transfer & disburse funds: Upon request, the Proposer will both transfer and disburse funds when authorized by K2C.

OPTIONAL: Additional Checking Accounts: The Proposer will ideally support the automatic opening of additional city-owned demand-deposit checking accounts for students starting in high

school (age 14) to facilitate their access to the financial mainstream. The Proposer will specify if they may be opened as custodial or non-custodial youth checking accounts. Similar to Participant accounts, these accounts may be opened using student ID's and without additional ID requirements or a social security number and can be used fee-free for basic checking account activities (view account balance, make deposits, deposit or withdraw cash from a branch or ATM, receive direct deposits, make payments via billpay) with no hidden fees or overdraft charges. If designed to be custodial youth accounts, then when students turn 18, they can ideally transition these accounts to be non-custodial by providing required identification/documentation.



B. ROLES AND RESPONSIBILITIES

1. City

The City is responsible for administering the K2C Program, including enrolling participants, outreach and engagement, and partnering with local organizations.

Administration: K2C opens approximately 5,000 new participant accounts each school year and currently maintains 49,358 total accounts. The City currently maintains custodial accounts with a financial institution. Each participant has a unique account number associated with their account to make deposits (ideally in the future state this number will be the student's SFUSD ID number). The sub-accounts are for deposits only. K2C manages all opening and closing of accounts. See Appendix C for the process used to create participant accounts.

Outreach and Engagement: SFUSD currently serves a diverse student population of 32% Latinx, 33% Asian, 7% African American, 17% other and 12% White. Approximately 50% of active savers in K2C are parents or guardians of participants eligible for free or reduced-priced lunch, mirroring the percentage of eligible SFUSD students more broadly. K2C currently engages participants and their families in a variety of ways to help them build a college-going mindset and realize their intention to save for post-secondary education, including K2C-led field trips to a local branch to teach participants how to make a deposit directly into their Participant account, and field trips for some participants' parents who have never had a formal bank account. Additionally, K2C engages community-based organizations and school ambassadors to promote K2C to participants, families, school staff and other stakeholders. K2C will consider new outreach activities that it or the Proposer identifies.

Deposit Events: K2C currently works with community organizations and schools to host deposit events, in which all participants in a school or another non-bank community event can make a deposit into their account. These deposits are collected and deposited to a financial institution as a 'bulk deposit'. K2C then provides instructions to the financial institution to allocate these deposits into the respective participants' accounts. K2C also hosts deposit days at City Hall, and K2C welcomes a Proposer capable and willing to facilitate the success of non-bank community deposit events, including the ability to accept and process bulk deposits. It may also include facilitation of deposits at community locations through potentially accepting deposits onsite, supporting transit of deposits after an event, or other services.

2. Information Systems Vendor

The IS vendor provides an online platform for K2C to administer K2C, and participants and parents or guardians to view account balances and activity. This RFP does not request proposals for the IS vendor. At this time, the City's IS vendor is VistaShare:

VistaShare, LLC
1400 Technology Drive
Harrisonburg, VA 22802 USA
866-828-4782
www1.vistashare.com

See Appendix C for details on data file format VistaShare uses for daily transaction transmission.

There are ongoing discussions with the vendor to improve financial data through imports and in the Outcome Tracker portal (user interface), these specifications are subject to change.

3. Financial Institution (“Proposer”)

The Proposer will set up a custodial account structure to accommodate Participant accounts; work with K2C to open approximately 5,000 accounts each year; close accounts as directed by K2C; maintain all Participant accounts; receive deposits made by participants and their families; transfer account data to K2C’s IS platform; provide training and support to branch and other relevant staff members who interact with participants and their families; provide basic customer service to K2C participants and their families; support K2C to resolve customer service issues for participants and families; coordinate with K2C to host bank branch field trips throughout the year to Proposer’s place(s) of business and other opportunities to solicit donations on the community; and disburse funds upon request to participants as directed by K2C.

K2C is open to a wide variety of Proposers, including local and national banks and credit unions, internet-only, challenger banks and other financial technology companies or some combination or partnership of any of the above – so long as the Proposer is able to provide the services listed in the RFP. A Proposer may partner with another organization to offer some of the services; for example, a Proposer without a presence in San Francisco may partner with a local credit union or other entity to bid for these services.

C. SCOPE OF WORK

The key description of services, process and reporting requirements of the Proposer are outlined below. The Scope of Services 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. Proposers should use this description when designing their proposal. However, Proposers may suggest additions that will, in their estimation, make the program more effective and differentiate their proposal.

1. Open and close accounts

- a. Set Up Custodial Account Structure: The Proposer will set up a custodial account structure to hold funds for all K2C participants that:
 - Allows for automatic account opening without action from parents or guardians
 - Requires no SSN
 - Is deposit only
 - Charges no fees to participants
 - Requires no minimum deposit
 - Requires no minimum account balance
 - Differentiates between seed (City), incentive (philanthropic) funds, and participant contributions.
- b. Utilize SFUSD ID number as account number and issue account cards: The Proposer will ideally utilize the students’ SFUSD ID number as account number and will issue participant account cards that, minimally, contain participant’s Participant account number.
- c. Migrate existing funds and data: The Proposer will coordinate closely with K2C and its existing financial institution to migrate funds and data for the current ~50,000 Participant accounts.

- d. Open new accounts: The Proposer will open accounts for up to 10,000 new participants each year using basic participant account data provided by K2C: participant name, date of birth, address, school, unique identifier (student identification number).
- e. Maintain existing accounts: The Proposer will maintain approximately 60,000 – 70,000 total participant accounts at full enrollment.
- f. Close accounts: The Proposer will close Participant accounts periodically at K2C's instruction.

2. **Accept deposits**

- a. Accept participant and family deposits: The Proposer will accept contributions to participant accounts that reduce barriers to access and:
 - o Charge no fees to participants
 - o Require no minimum deposit
 - o Require no minimum account balance
 - o Require no I.D. of participants and families making non-cash deposits or small-dollar cash deposits (to the extent allowable under Federal regulation)
 - o Allow participants to make cash deposits with valid I.D. including student I.D.
 - o Can be made through multiple channels, including at a minimum by U.S. Postal Mail, via Electronic Funds Transfer (such as Bill Pay, Automated Clearing House (ACH) and direct deposit), and In-person by check, money order or cash, and potentially other options such as:
 - a) ATM
 - b) Financial technology partner application(s) such as Green Dot
 - c) Via major retailer(s) such as CVS
 - d) Any other that may increase access and inclusion
- b. Facilitate deposits at community locations: The Proposer may support deposit days at community locations outside of Proposer's place of business, like schools. Facilitation of deposits at community locations may include but is not limited to accepting deposits onsite and supporting transit of deposits after an event.
- c. Accept and process bulk deposits: The Proposer will accept and process bulk deposits made on behalf of a group of participants following a deposit day event at community locations. An example of a deposit day event is a student fieldtrip to City Hall in which students bring small dollar cash or check deposits, which are received by the Treasurer's Cashiering Unit. Once all of the individual deposits have been collected, a bulk deposit will be made to the Proposer with instructions for assignment of funds to specific participant accounts. Proposer will subsequently process

bulk deposit by assigning participant funds to the appropriate participant accounts.

3. Provide customer service

- a. Provide customer service: The Proposer will commit to ensure a high and consistent standard of customer service to K2C families and participants. The Proposer will provide account numbers to families at branches or other deposit locations, as necessary, and confirm deposits made to participant accounts, through option of receipt for transaction. The Proposer will resolve other customer service issues as appropriate.
- b. Support K2C's customer service: The Proposer will work with K2C program staff in a timely manner to resolve customer issues and provide K2C information required to confirm deposits made to participant accounts, resolve deposit discrepancies, and track customer service issues.

4. Track account activity

- a. Support K2C Information System Sharing: The Proposer will develop protocols and systems needed to share account activity data between the Proposer and information system platform (e.g., APIs), in collaboration with the City's information system vendor.
- b. Transmit Account Data Daily: The Proposer will transmit account data with K2C's information system, including deposit and account balance data at least daily.

5. Support K2C outreach

- a. Training and Support: The Proposer will provide ongoing training and support to branch staff to ensure a high and consistent standard of quality customer service to K2C families and participants.
- b. Accommodate Field Trips to Proposer's place of business: The Proposer will host 20-50 field trips to their place(s) of business for participants and families throughout the school year organized, agreed in advance and coordinated by K2C.

6. Transfer funds

- a. Transfer funds: The Proposer will transfer funds on a regular basis to the City and County of San Francisco or any other authorized entity for investment.

7. Disburse funds upon request

- a. Disburse funds upon request to participants: The Proposer may disburse funds via check, ACH, prepaid card and other channels to participants or other entities (e.g. Scholarshare 529 program) when K2C authorizes such disbursements.

8. *OPTIONAL*: Offer additional checking accounts

- a. Proposers will ideally automatically open youth checking accounts: fee-free demand-deposit checking accounts for all K2C participants starting in high school utilizing student information provided by K2C to provide students with barrier-free access to a checking account and the financial mainstream. The Proposer will

specify if they may be opened as custodial and/or non-custodial accounts.

- b. Transfer account ownership: If designed to be custodial youth accounts, then when student turns 18 and provides required documentation, ideally provide option to transfer account to students' name.

9. Process Requirements

- a. The Proposer shall participate in all meetings as required by K2C.
- b. The Proposer shall participate, as required, by City, State and/or Federal government in evaluative studies designed to show the effectiveness of 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.
- c. Any information shared between the Proposer, the City and other providers about K2C participants shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with The Family Educational Rights and Privacy Act (FERPA) and City policies.

10. Reporting Requirements

- a. The Proposer shall submit standard account statements in a timely manner to K2C.
- b. The Proposer shall provide Ad Hoc reports, as required, and respond to requests in a timely manner. Any information shared between the Proposer, TTX and other providers about recipients will be communicated in a secure manner, with appropriate release of consent forms and in compliance with The Family Educational Rights and Privacy Act (FERPA).

11. Reconciliation and Account Maintenance

- a. The Proposer shall be responsible for full monthly reconciliation of all accounts associated with K2C.
- b. The Proposer will participate in all audit requirements, as necessary.

12. Socially Responsible Banking

The City and County is striving to partner with an institution that has a commitment and dedication to the communities we serve. The Office has a responsibility to ensure that public funds are secured with a fiscally sound and healthy institution,

as well as with one that is committed to community reinvestment and socially responsible banking practices.

Respondents to this RFP are required to articulate how their respective institutions have encouraged equitable economic opportunities for local businesses and citizens, especially low-income communities and communities of color, as outlined in Attachment 3 and provide the information below.

a. Enforcement Actions

1. Pending Enforcement Actions: To the extent permitted by law, respondents must provide a statement disclosing any pending investigation and enforcement action undertaken by federal, state or local agencies against the Respondent. Furthermore, during the period of submission and review of the responses to this RFP, Respondents are required to disclose to the City any public enforcement action undertaken by any federal or state agency against the Respondent within ten (10) days after an action is taken or a fine is imposed.
2. Recent Enforcement Actions: Recent Enforcement Actions: To the extent permitted by law, respondents must provide a statement disclosing any enforcement action undertaken by federal, state or local agencies against the Respondent in the past five (5) years.
3. Recent Fines or Penalties: To the extent permitted by law, respondents must provide a statement disclosing any fines or penalties assessed by federal, state or local agencies against the Respondent in the past five (5) years.

IV. PROPOSAL EVALUATION CRITERIA

Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments and outside experts. Proposals will be evaluated based on the criteria outlined in the table below, each of which is addressed in more detail herein. Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on. Finalists proceeding to the Oral Interview shall be identified from the Proposer(s) based on their ranking.

Written Evaluation	Maximum Points
Minimum Qualifications	Pass/Fail
Institutional Capability and Commitment to Financial Access	20 Points
Project Approach to Scope of Work	40 Points
Community Engagement and Customer Experience	10 Points
Implementation and Timeline	20 Points
Price	10 Points
TOTAL POINTS	100

V. REQUIRED SUPPORTING DOCUMENTATION

Proposers must provide each Required Supporting Documentation (“RSD”) identified below with their Proposal. Failure to do so may result in the Proposal being deemed Non Responsive.

RSD1	<p>Completed Proposal Attachments:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Attachment 1: Proposer Information and References <input type="checkbox"/> Attachment 2: Minimum Qualifications <input type="checkbox"/> Attachment 3: Institutional Capability and Commitment to Financial Access <input type="checkbox"/> Attachment 4: Requirements <input type="checkbox"/> Attachment 5: Community Engagement and Customer Experience <input type="checkbox"/> Attachment 6: Pricing Pro-Forma
RSD2	<p>Non Profit Entities: If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L and include in its Proposal:</p> <ul style="list-style-type: none"> (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 and disposition of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect. <p><i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.</i></p>

VI. MINIMUM QUALIFICATIONS (PASS/FAIL)

This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process. The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications. Proposer must demonstrate that they meet all the Minimum Qualifications as outlined in Section VII.B.1-10.

VII. PROPOSAL CONTENT (100 POINTS)

Proposers must submit their proposal and must fill out all attachments as outlined below 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. Proposal information must be at a level of detail that enables effective evaluation by the Evaluation Panel.

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation. **There is a maximum desired page limit indicated for each section.** The RFP has been structured to avoid the need for respondents to provide appendices. Respondents should only include appendices that are specifically requested in the RFP. Unsolicited appendices will be disregarded.

A. Proposer Information and References-Attachment 1

1. Proposer information: Name of Firm, Federal ID Number, Address, Authorized Representative, Name, Title, Email, Contact Name, Title, Phone, Email, and Name of Subcontractor, if applicable.
2. Proposer references: All proposers, including current Contractor, must provide references for at least three (3) organizations of the approximate size and volume comparable to commodities and/or services described in this Solicitation. Upon request, successful proposer(s) may also be required to submit a letter of reference from each reference listed within five (5) days of notification. Failure to do so may result in rejection of proposal.
3. Proposer Release of Liability for References
4. Certifications

B. Minimum Qualifications-Attachment 2 (Pass/Fail)

The Proposer must demonstrate that it meets all the Minimum Qualifications:

1. Qualified to conduct business in the State of California as evidenced by the organization's business registration with the California Secretary of State.
2. In good standing with the California Secretary of State, if a corporation or limited liability company.
3. Must not offer predatory, high-cost (all-in interest rate above 36% APR) loan products, including payday loans, merchant cash advance, or deposit advance products.
4. Has not been debarred by the federal government, State of California or the City and County of San Francisco.
5. In compliance with all applicable federal and state regulations; deposits must be insured through the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA).
6. Will not require Social Security Numbers to open participant accounts.
7. Will allow for automatic account opening without action from parents or guardians.
8. Will accept all the following participants deposit channels: Mail, Bill Pay, direct deposit, and in-person, including via cash.
9. Will charge no fees to participants.
10. Will meet data and information sharing requirements as outlined in this solicitation.

**C. Institutional Capability and Commitment to Financial Access-Attachment 3
(20 points)**

Provide narrative response up to 2 pages.

1. Demonstrate the Respondent's commitment and relevant experience toward social responsibility and financial inclusion for historically disadvantaged and unbanked populations, including but not limited to:
 - a. How has your firm sought to create greater financial access and engagement with historically disadvantaged and unbanked populations?
 - b. How will your firm support and uplift the K2C program through this commitment and experience?
 - c. How would the K2C program align with, expand, and shape the work that your firm is doing?

Provide information about the Proposer's capability and commitment to making banking services accessible to and inclusive of low-income residents, including:

1. Audited financial statements – Provide as an attachment to this section of proposal.
2. Whether the firm has the following policies or agreements in place: Diversity and/or Racial Equity Policy; Union Agreement(s); Sustainable Supply Chain Management Policy.
3. Details on (1) Board, (2) Executives, (3) Management, and (4) Firm's overall composition, including but not limited to: percentage of women; racial and ethnicity break down. Provide as attachment to this section of proposal.
4. Whether the Proposer is a United States-based federally or state-chartered bank, or federally- or state-incorporated credit union.
5. Does the firm provide support (financial or in-kind) for philanthropic endeavors. If yes, provide up to 1 page narrative attachment describing activities and contributions. What percent of overall revenue is contributed to philanthropic endeavors?
6. Whether the Proposer has a current "Satisfactory" or higher overall CRA rating, both nationally and in the State of California, if applicable. Respondents are required to provide a statement indicating the CRA rating and performance evaluation published by the respective Federal financial supervisory agency, including overall CRA rating as well as CRA rating for primary rating area that encompasses the City and County of San Francisco.
7. Whether the Institution currently has or plans to introduce a non-custodial account to youth starting at age 14
8. Whether the Institution currently has or plans to introduce a Bank On certified account (see: https://joinbankon.org/wp-content/uploads/2018/12/BankOn_Standards_2019-2020.pdf)
9. Whether the Institution currently accepts alternative ID, such as *Matricula Consular* (Consular Identification Card) and Individual Taxpayer Identification Number (ITIN) for all banking clients
10. Pending Enforcement Action: To the extent allowable by law, respondent must provide a statement disclosing any pending investigation and enforcement action undertaken by federal, state, or local agencies against respondent. –If applicable, provide an attachment to this section of proposal.
11. Recent Enforcement Action: To the extent allowable by law, respondent must provide a statement disclosing any investigation and enforcement action undertaken by federal, state, or local agencies against respondent in the past five (5) years. –If applicable provide an attachment to this section of the proposal.

12. Recent Fines or Penalties: To the extent permitted by law, respondents must provide a statement disclosing any fines or penalties assessed by federal, state or local agencies against the Respondent in the past five (5) years.

D. Project Approach to Scope of Work-Up to 5 pages (40 Points)

Provide a full response to the description of the services and activities that the Proposer proposes to provide in response to Statement of Need and Intent, and Description of Services (Section III.A-C), including but not limited to institutional capabilities relevant to this RFP, the proposed staffing model to support banking services to K2C, and a full description of services and activities to be performed in response to the solicitation. Additionally, please fill out the Requirements section of Attachment 4.

**E. Community Engagement and Customer Experience- Up to 3 pages
Attachment 5 (10 Points)**

Provide a detailed response on support of community engagement efforts and plan for providing high and consistent standard of customer service.

1. Community Engagement

- a. Describe the firm's ability to partner with K2C on community engagement requirements.
- b. OPTIONAL: Share any additional enhancements or integrations to K2C's community engagement requirements which the firm could provide beyond core requirements.

2. Customer Experience

- a. Describe the firm's plan for customer service to provide participants and families with a high and consistent standard of customer service, including reductions in potential barriers to access for historically disadvantaged and unbanked families.
- b. Describe the firm's language access plan to meet the needs of customers with Limited English Proficiency (LEP).
- c. Share training (and retraining) protocols the firm will employ for front-line staff to best serve participants and families.

F. Implementation and Timeline-Up to 4 pages (20 Points)

Provide a complete plan on how the services in this RFP will be implemented and a timeline for the project completion including the following:

1. How the Proposer will handle support to K2C to ensure continuity of service during the transition from the current financial institution.
2. How the Proposer will handle the migration of funds and data for 49,000+ current Participant accounts from the current financial institution.

3. Timeline detailing how much time they will need from the start to the end of the transition.
4. What support the Proposer will need from the City to make the transition as efficient as possible.

G. Price- (10 Points)

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

If applicable, please provide a fee proposal that includes the following:

1. Pricing Pro Forma (Attachment 6)
 - a. Proposed Earnings Credit Rate (ECR) applied to this account,
 - b. Itemized fee schedule for services proposed in response to the Scope of Work; and
 - c. If applicable, any one-time or set-up charges, research fees and all other fees that may be charged, even if listed elsewhere in the proposal.
2. Budget narrative: Provide an accompanying budget narrative that outlines explanation of all proposed fees in the Pricing Pro Forma. At any time during the Proposal evaluation process, the City may require additional clarifications on proposed pricing and budget narrative.

As of February 28, 2022, K2C has maintained a total compensating balance of \$10.9 million with its current banking partner. K2C reserves the right to use soft or hard dollar payment arrangement on bank fees, whichever is most advantageous or desired. With this, we would like the Proposer to provide a competitive earnings credit rate (ECR) that will be used if we opt for soft dollars payment at any time for bank charges. Any additional fees for service that cannot be paid via ECR will be billed to the City using a net 30 day term.

Fees shall never be drawn from programmatic funds, including City seed funds, incentive/philanthropic funds, or participant contributions. Financial institution will coordinate with the City to (1) develop an account structure with a dedicated, City-funded account for debiting fees or (2) provide a monthly invoice for all fees for service.

Uninsured collected balances must be collateralized in accordance with Sections 53632 et seq. of the California Government Code.

Any proposed fees during the entire duration of the contract must be included in proposal.

VIII. OPTIONAL: ORAL INTERVIEWS (100 POINTS)

The Evaluation Panel may hold oral interviews. At the City's discretion, interviews may be held with up to five highest scoring proposals. Should TTX proceed with Oral Interviews, the City will send a letter to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers'

key/lead team members and to exclude, for example, sub-consultants on multiple teams. Lead staff members that will be assigned to the project should be present for the interview. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers' and key/lead team members' qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers at least one week prior to the date of interview to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer's responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

If interviews are conducted, they will be worth 100 points based on a set of criteria established following review of written proposals. The 100 Points possible awarded for interviews will be separate from the 100 points awarded during the Proposal Evaluation process. Of finalists, the Proposer with the highest score out of 200 will win the bid.

The City has sole and absolute discretion over whether interviews will be conducted or not to select Proposers for contract negotiations.

IX. INSURANCE AND BONDS

A. Insurance

The successful Proposer(s) will be required to furnish evidence of insurance as outlined in Appendix A, City's Proposed Agreement Terms.

B. Reserved. (Performance Bond)

C. Reserved. (Fidelity Bond)

D. Failure to Provide Insurance and/or Bonds

Unless otherwise stated, within ten business days of the receipt of a notice of award, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

X. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

B. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

C. Solicitation Addenda

The City may modify this Solicitation, prior to the Proposal due date, by issuing an Addendum to the Solicitation, which will be posted on the Treasurer & Tax Collectors website. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

D. Proposal Term

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

E. Revision to Proposal

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal due date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal deadline for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

F. Proposal Errors and Omissions

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

G. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

H. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code. Local law prohibits City elected officials from soliciting or accepting contributions from any person or entity seeking to enter into a contract or grant worth \$100,000 or more with

the City, if the contract or grant requires their approval or the approval of their appointees to the board of a state agency. This restriction applies to the party seeking the contract or grant, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

A person or entity that contracts with the City may not make a campaign contribution to an elected official if the contract would require approval by that official, a board on which the official serves, or a board of a state agency on which an appointee of the official sits. The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded or no grant is approved; or (2) twelve months have elapsed since the award of the contract or approval of the grant.

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

I. Reservations of Rights by the City

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

J. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

K. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
 - a. Any condition set forth in this Solicitation;
 - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and

c. Delivery time(s).

2. City reserves the right to inspect an awarded Proposer's place of business prior award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.