

City and County of San Francisco

Sourcing Event ID 0000007397

Formal Request for Proposals for:

Micro-LBE Credit Capacity Program – Financial Institution Partner

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



Request for Proposals Issuance	Monday, September 12, 2022, 12:00 pm
Deadline for Questions	Friday, September 23, 2022, 5:00 pm Responses will be posted no later than Friday, September 30, 2022, 5:00 pm
Deadline to Submit Proposals	Friday, October 21, 2022, 5:00 pm
Short-Listing Notification for Oral Interviews	Friday, November 18, 2022, 5:00 pm
Oral Interviews	Week of November 28, 2022
Notice of Intent to Award	December 5, 2022, 5:00 pm
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Amanda Wentworth Office of the Treasurer and Tax Collector City Hall Room 140 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: amanda.wentworth@sfgov.org

Attachments

- Attachment 1: Proposer Questionnaire and References
- Attachment 2: Minimum Qualifications
- Appendix A: City’s Proposed Agreement Terms

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I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the Office of the Treasurer and Tax Collector (hereinafter, “TTX” or “City”). TTX, on behalf of all City Departments, is seeking to partner with a financial institution (“Proposer”) to provide low-cost line of credit to verified contracted Micro-Local Business Enterprise (LBE) firms to support them between CCSF contract payments. Cost of the line of credit is part of the payback to the financial institution while underwriting, if necessary, is guaranteed by CCSF. The City has approximately 55 departments, ranging from small to very large. Some departments maintain facilities located outside of the geographic limits of the City. This service would be focused on approximately 7 of the largest departments.

2. Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation and whose Proposal receives the highest-ranking score. 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. Proposals will be evaluated based on the criteria outlined herein.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of 5 years. The City at its sole, absolute discretion, shall have the option to extend the term for 5 additional years for a total of 10 years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$10,000,000.00 for potential credit mitigation underwriting needs.

D. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of 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. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code 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 benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request (“Request”) pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is

exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

F. 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.

G. 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 which will be posted on both the City’s Supplier Portal and TTX’s website.

Proposal Phase	Tentative Date
Request for Proposals Issuance	Monday, September 12, 2022, 12:00 pm
Deadline for Questions	Friday, September 23, 2022, 5:00 pm Responses will be posted no later than Friday, September 30, 2022, 5:00 pm
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H. How to Register as a City Supplier

The following requirements pertain only to the winning Proposer if not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City’s Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

I. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. 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 City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx> and at TTX's website: <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 their Proposals to the Contract Administrator. 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.

J. 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.

K. 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 the Proposer

is unable to accept City's Proposed Agreement Terms substantially in the form presented, 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.

The revised copy of the Proposed Agreement must clearly:

- (1) Mark those sections 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.

L. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three (3) 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 three (3) 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 three (3) 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 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.

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.

III. 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.*

A. 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 are 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.*

B. 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.

C. 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.

D. Other Social Policy Provisions

Appendix A, City's Proposed Agreement Terms, identifies the 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.

IV. SERVICES REQUESTED

A. Background

San Francisco is the fourth largest city in California and serves as a center for business, commerce and culture for the West Coast. The City and County of San Francisco (the "City" or "CCSF"), established by Charter in 1850, is a legal subdivision of the State of California with the governmental powers of both a city and a county under California law. The City's powers are exercised through a Board of Supervisors serving as the legislative authority, and a Mayor and other independent elected officials serving as the executive authority. Key public services provided by the City include public safety and protection, public transportation, water and sewer, parks and recreation, public health, social services and land-use and planning regulation. The heads of most of these departments are appointed by the Mayor and advised by commissions and boards appointed by City elected officials.

Elected officials include the Mayor, Members of the Board of Supervisors, Assessor-Recorder, City Attorney, District Attorney, Public Defender, Sheriff, Superior Court Judges, and Treasurer. The eleven-member Board of Supervisors is elected through district elections. The eleven district elections are staggered for five and six seats at a time and held in even-numbered years. Board members serve four-year terms and vacancies are filled by Mayoral appointment.

At the center of CCSF's banking operations is the Office of the Treasurer & Tax Collector ("TTX"). TTX serves as the banker, tax collector, collection agent, and investment officer for the government of San Francisco.

CCSF is structured in 61 distinct departments. The banking needs of the various departments vary considerably. TTX works closely with all of these departments to determine their banking needs and coordinate with CCSF's banking partners to deliver the necessary services and is the primary fiduciary and contractor for bank and non-bank financial services agreements. TTX establishes and publishes Citywide banking, cash management and payment processes, and TTX will be the Contractor's primary point of contact during the term of the agreement ("Agreement") resulting from this RFP.

B. Key Departments

1. **SF Port:** The Port of San Francisco manages the waterfront as the gateway to a world-class city, and advances environmentally and financially sustainable maritime, recreational and economic opportunities to serve the City, Bay Area, and California. The Port is an enterprise agency with an operating portfolio composed of over 550 ground, commercial, retail, office, industrial and maritime industrial leases, including many landmarks such as

Fisherman’s Wharf, PIER 39, the Ferry Building, and the San Francisco Giants ballpark. In 2019 the Port welcomed over 24 million visitors to the Embarcadero along the San Francisco Bay.

2. **SF Airport:** San Francisco International Airport, often referred to by its IATA airport code SFO, is an enterprise department of the CCSF and strives to be a department that is safe and secure in everything it does, delivers quality guest experience, be on the leading edge for airport environmental and social sustainability initiatives, all while operating a successful and efficient business. With nearly 58 million guests travelling through the Airport each year, SFO is the largest airport in the San Francisco Bay Area and the second busiest in California, after LAX. In 2017, it was the seventh-busiest airport in the United States and the 24th-busiest in the world by passenger count. It is the fifth-largest hub for United Airlines and functions as United's primary transpacific gateway and major maintenance hub.

3. **SF General Services Agency:** The SF General Services Agency is one of the largest departments in San Francisco, overseeing 27 agencies, including SF Public Works and nearly 3,000 dedicated staff. Examples of the Agency’s functions include public safety, internal services, civic engagement, capital planning, asset management, code enforcement, disaster mitigation, tourism promotion, and economic development.

4. **SF Public Library:** The Library consists of the Main Library at Civic Center, 27 branch libraries geographically distributed throughout San Francisco, four Bookmobiles that travel around the City, and digital library collection via sfpl.org. In addition to the Library’s collection of over 3.8 million items in various formats and more than 50 languages, the Library offers high-speed internet through free wireless and public access computers as well as educational, cultural, and literary programming.

5. **SF Recreation and Parks Department:** The San Francisco Recreation and Park Department administers more than 220 parks, playgrounds, and open spaces, including two outside the city limits-- Camp Mather in Yosemite Valley and Sharp Park in Pacifica, Calif. Our park system includes 25 recreation centers, nine swimming pools, five golf courses and numerous tennis courts, ball diamonds, soccer fields and other sports venues. Included in the department’s responsibilities are the Marina Yacht Harbor, the San Francisco Zoo, and Lake Merced. Under SFRPD management are: 4,113 acres of recreational and open space; 671 marina slips; 82 recreation centers and clubhouses; 72 basketball courts and 151 tennis courts; and 59 soccer/playfields (and growing).

C. Project Overview: Micro-Local Business Enterprise- Credit Capacity Program.

Similar to many government entities, the CCSF has a robust Local Business Enterprise (“LBE”) Ordinance to facilitate growth of its local small businesses and economy. The LBE program is an essential part of CCSF’s contracting. LBE contracting requirements are a part of the City government procurement process and LBEs receive a bid discount or rating bonuses when competing for government contracts. There are over 1,000 certified LBEs in the City and County of San Francisco and in fiscal year 2019-2020, LBE participation totaled \$249 million in contracts or subcontracts.

LBEs are certified by the City’s Contract Monitoring Division based on the requirements in San Francisco Administrative Code. LBE Certification criteria includes operational independence, a principal place of business in San Francisco, proof of experience, and gross receipts within a specified economic threshold. Each LBE certification category receives a size designation based on the average annual gross receipts of the business. The size designations are micro, small, or SBA. Micro is the smallest economic designation. The micro economic threshold maximum for their average gross receipts cannot exceed \$1.25 to \$10 million depending on the industry. They are prioritized via bid discounts, sub-contracting goals, and micro-set asides in most City contracts. More information on LBE’s and the certification process available here:

<https://sfgov.org/cmd/sites/default/files/FileCenter/Documents/9819-LBE%20Certification.pdf>

This project seeks to make banking services available to the City's micro-LBE contracting community with the goal of increasing the credit capacity of these small businesses.

D. Statement of Need

While one central purpose of the Micro-Local Business Enterprise Credit Capacity Program ("Program") is to provide critical cash flow to contracted entities, the serving and provisioning of appropriate banking products to support growth for the business is an equally critical objective. Many LBE's are underserved due to a wide array of reasons, including but not limited to:

- Systemic racial barriers to financial institutions;
- Knowledge and competency of navigating complex banking terms; and
- Experiences with predatory products, which yield lower than average credit scores.

The program is seeking a financial institution partner to:

- 1) Provide a line of credit to pre-validated LBE's for up to \$50,000;
- 2) Establish bank account(s) for the LBE connected to the line of credit; and
- 3) Provide the LBE with banking services to further deepen the LBE's access and appropriate use of financial products that will enable them to grow and stabilize their business.

E. Project Details

CCSF's Micro-LBE Credit Capacity Program seeks to support Micro-LBE's that contract with CCSF departments by offering access to a line of credit and the ability to open a business bank account. The program's desired outcomes include expansion of financial capacity, improved short-term cash flow, improved credit scores and establishment of a strong relationship with a well-reputed financial institution. This program will also allow Micro-LBE's to build a relationship with a bank and develop an understanding of how banks approach credit, risk and small business lending.

Several large departments seek a local bank or credit union to partner with on the Micro-Local Business Enterprise Credit Capacity Program.

This Program will offer lines of credit of up to \$50,000 for a 12-month period to qualifying certified Micro-LBE small businesses that contract, subcontract or hold leases with city departments. To support this endeavor, the departments will provide up to \$10 million as credit mitigation in underwriting to serve as a guarantee and source of funds in case of default.

The departments will develop business eligibility criteria (see below) and source businesses, and the financial partner will administer the line of credit and offer business accounts to the participants. The department will develop a list of potential firms, open an initial interest inquiry period and source LBE's via lottery. Selected LBE's must submit a full business loan application which a financial institution underwriter will review. The financial institution will issue a line of credit if business is eligible.

Initially, the program would focus solely on SF Port LBE's; the maximum number of loans will be 20 but could increase over time depending on program success. In subsequent years two through five, additional departments to be added may include SF Public Utilities Commission, SF Airport, SF Municipal Transportation Authority and SF General Services Administration – Department of Public Work

To qualify for the program, the Micro-LBE must:

- Be certified by the Contract Monitoring Division as a local Business Enterprise at the time of qualifying and requalifying for the program
- Be a prime or subcontractor/consultant on a CCSF project.
- Possess a valid San Francisco Business license
- Be a for-profit business located in San Francisco and in good standing
- Have no City and County of San Francisco tax liens or judgements
- Be business in operations for at least three years
- Business and business owners are not in in bankruptcy nor have not filed for bankruptcy protection
- Applicant is not presently suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation by an Federal of State department or agency
- No history of conviction or pending legal action for any financial crime
- Meet underwriting criteria including debt-service coverage ratio (likely at a rate of 1.25 of 1.20)
- Owners have individual credit score minimum of 640 at the time of underwriting

To maintain as participant in the program, the Micro-LBE must:

- The business must maintain a \$0 balance for 30 days in each year
- Be a CCSF prime or subcontractor/consultant on a CCSF project for each qualifying year
- Observe good fiscal practices (no pattern of consistent overdrafts, high volume of non-sufficient checks)
- Complete documentation and fees at the requalification period
- No more than three years in this program

F. Roles & Responsibilities

1. CCSF Department

- Contract with the LBE – CCSF Department confirms contract is current enough that funds will be available for repayment
- Outreach to contracted LBE's
- Initial Program intake, vetting applicants, refer to Small Business Development Center for technical assistance including support with development of application package
- Referral to complimentary programs, such as: SMART Money Coaching

2. Small Business Development Center

- Receive program referrals from CCSF Department and complete internal intake process
- Provide Micro-LBE program participants with business technical assistance including but not limited to support with development of the loan application package

3. Financial Institution

- Provide line of credit, due diligence on application package

- Provide high and standard level of customer service for Micro-LBE program participants commensurate with other customers
- Provide application/requirements to technical assistance provider’s loan advisers (SBDC)
- Reporting on status of line of credits as both early warning system and efficacy
- Provide consistent communication to entity on payment responsibilities and adequate time to remediate before claiming default to CCSF for payment
- Provide aggregate data on status of loans

4. TTX

- Contracting with the awardee of this RFP
- Management and delivery of SMART Money Coaching
- Facilitation of bimonthly check-in between CCSF department(s), Financial Institution and Small Business Development Center for program check-in

V. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications	Pass/Fail
Line of Credit terms	60 Points
Small Business Support & Customer Experience	30 Points
Social Responsibility	10 Points
Oral Interviews & ESG score	50 Points
TOTAL POINTS	150

VI. MINIMUM QUALIFICATIONS DOCUMENTATION (PASS/FAIL)

The Proposer must demonstrate that they meet all of the Minimum Qualifications listed below by completing Attachment 2. **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

MQ #	Description
MQ1	Qualified to conduct business in the State of California as evidenced by the organization’s business registration with the California Secretary of State.
MQ2	In good standing with the California Secretary of State, if a corporation or limited liability company.
MQ3	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.
MQ4	Has not been debarred by the federal government, State of California or the City and County of San Francisco.
MQ5	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).

MQ6	Maintains at least one place of business within the City and County of San Francisco which program participants may access for business.
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VII. WRITTEN PROPOSAL (100 POINTS)

In addition to submitting Attachment 1 Proposer Information and References and Attachment 2 Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth.

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. Unsolicited appendices will be disregarded. *The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive.*

A. Proposer Information and References – Attachment 1

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

C. Line of Credit terms – Up to 1 page (60 Points)

Provide the full terms for the Proposer’s Line of Credit. Include an excel of bank rate for Line of Credit and details of default terms that would trigger CCSF underwriting.

D. Small Business Support & Customer Experience Up to 7 pages (30 Points)

Answer the following questions on Proposer’s resources for small business support and customer experience:

1. Provide a brief profile of your financial institution, including the size and scope, core services, and a description of your footprint in San Francisco.
2. How does your financial institution define a “Small Business?”
3. Describe the volume of business loans dedicated to small businesses by (a) financial institution’s internal metric of small business and (b) CCSF’s metric of micro-LBE, defined as average gross receipts not greater than \$10 million.
4. What percentage of PPP loans did your financial institution distribute to small businesses by (a) financial institution’s internal metric of small business and (b) CCSF’s metric of micro-LBE, defined as average gross receipts not greater than \$10 million.
5. What products, tools and instruments does your financial institution provide tailored to support the needs of small businesses?
6. Does your financial institution have relationships or agreements with other organizations that can offer an enriched ecosystem of support for Micro-LBE clientele? (Such as

discounts for account holders on CPA services, business management and planning software, etc.)?

7. Describe customer service plan for micro-LBE population (San Francisco retail footprint and access points to services, online banking, personal bankers, Limited English Proficiency?)
8. What are your financial institution's standard terms of default related to line of credit?
9. What steps does your financial institution take to remedy risk of default?
10. Describe modifications to these terms (if any), which your financial institution would make to provide additional support to the Micro-LBE participants in this program? For example, providing extended period of time before defaulting, etc.

E. Social Responsibility—Up to 2 pages (10 Points)

Provide institution's Racial Equity and Inclusion value statement and directive. Provide the racial and gender make up for the following:

- Board of Director
- C-Suite
- Management
- San Francisco-based Retail Staff
- Overall company

VIII. ORAL INTERVIEW PHASE (50 POINTS)

The Evaluation Panel will hold oral interviews with Proposers that have met the Minimum Qualifications and whose Written Proposals received one of the top 3 scores among all responsive bidders.. Prior to 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. 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.

A. TTX ESG MODEL

TTX will use an ESG Model to further evaluate the top three Proposers during the Oral Interview phase.

TTX's model aggregates relevant ESG factors on an entity, rank those factors, and produce an overall ESG score. The ESG score, in conjunction with other analyses, is used to determine whether an entity is suitable for investment.

Each ESG metric gathered for the Model is ranked against the same metric among companies in the S&P 500 Index. The percentile ranking is given a score from 10 (best) to 1

(worse). Ranking below the 50th percentile in the model will automatically result in a point value of 1. The Model also scores an entity for lack of disclosure for any metric gathered.

ESG ratings for an entity is also sourced from major ESG research/rating organizations. Those external ratings are combined with the internally calculated scores to produce an overall ESG score for the entity.

Based on their ESG ranking, the Proposers will receive the following point value:

Oral Interview Phase	Maximum Points
Oral Interview	40 Points
ESG Score	10 Points
TOTAL POINTS	50 Points

IX. 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 City 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 San Francisco Supplier Portal and TTX's website. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **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.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

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

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

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

This restriction applies to the party seeking the contract, 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.

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 (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:415-252-3100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

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 to 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.