



**City and County of San Francisco
Office of the Treasurer & Tax Collector
Request for Qualifications (RFQ)
Research and Program Design Consultant**

RFQ #OFE2019-10

Summary

The City and County of San Francisco (City) Department of Treasurer & Tax Collector (TTX) invites proposals from contractors that can support research and design of programs for the Office of Financial Empowerment (OFE).

Intent of this Request for Qualification (RFQ)

The City may use the prequalified list, at its sole and absolute discretion, for selection of firms and negotiations of contracts on an as-needed basis for two (2) years, and up to four (4) years from the prequalification date, if the requirements of San Francisco Administrative Code Section 21.4 (c) (2) are met. Firms prequalified under this RFQ are not guaranteed a contract.

Anticipated Contract Term

The anticipated contract term for contracts resulting from this RFQ may last up to 1 year, with the option to extend the contract for up to 2 additional years. Actual contract term may vary but in no case longer than nine (9) years, depending upon service and project needs at the City's sole, absolute discretion. Proposers selected for resulting contract(s) must be available to commence work January 2020.

Anticipated Contract Budget

For each contract resulting from this RFQ, the anticipated not-to-exceed annual contract budget may range from \$10,000 to \$100,000. Actual contract budget may vary, depending upon service and project needs at the City's sole and absolute discretion.

Schedule

RFQ issued	October 18, 2019
RFQ Questions Deadline	October 28, 2019, by 5:00 pm PST
RFQ Answers and Clarifications Published	October 31, 2019
Proposals Due	November 12, 2019 by 5:00 pm PST

RFQ Questions and Communications

Interested parties are directed **not** to contact any employees, sponsors or officials of the City other than those specifically designated in this RFQ. Unauthorized contact may be cause for



rejection of proposals at the City's sole and absolute discretion. All questions must be submitted by email to the contract for this RFQ by the RFQ Questions Deadline.

Contact: Maya Oubre | maya.oubre@sfgov.org

1. About the Office of the Treasurer & Tax Collector, Office of Financial Empowerment

The Office of Financial Empowerment (OFE) is a unique private-public partnership housed within the Office of the Treasurer & Tax Collector of San Francisco that convenes, innovates and advocates to strengthen the economic security and mobility of all San Franciscans. For more than a decade, under the leadership of Treasurer José Cisneros, the OFE has engaged partners inside and outside City Hall to equip San Franciscans with knowledge, skills and resources to strengthen their financial health and well-being.

2. Introduction

The Office of the Treasurer & Tax Collector (TTX) is requesting qualifications and quotes from consultants with experience conducting research (primary and secondary) to inform program design, analyzing data in excel to assess pilot findings, and developing content (briefs, reports, slide decks) to share out learnings and insights.

Based on Proposals to this RFQ, it is the intent of the City to create a prequalified list of Firms from which the City may select prospective Contractors on an as-needed basis for services indicated below in Section 3, Scope of Services. The City may use the prequalified list, at its sole and absolute discretion, for selection of Firms and negotiations of contracts on an as-needed basis for two (2) years, and up to four (4) years from the prequalification date, if the requirements of San Francisco Administrative Code Section 21.4 (c) (2) are met. Contracts issued to prequalified Firms will have terms of varying lengths depending on the City's needs, but in no case longer than 9 years. The City reserves the right to procure services similar or identical to the services specified in this RFQ by any other means. Multiple contracts may be awarded at the City's sole and absolute discretion in accordance to San Francisco Administrative Code, Section 21.8. No prequalified Proposer is guaranteed a contract.

3. Scope of Services



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 work. Organizations should use this description when developing their proposal. However, organizations may suggest modifications and/or additions that will, in their estimation, make the program more feasible or effective. The description below outlines the key program elements and services the selected vendor(s) will provide.

OFE has a need for a consultant in a few program areas. **Please indicate in your proposal which of these program areas you can address. You can apply to one or all three program areas. Only one proposal is needed but please provide a separate scope of work with budget for each program area you are applying to.**

Program Area 1: ChexSystems Study

OFE has just implemented a ChexSystems tool, ChexAdvisor, with its one-on-one financial coaches through Smart Money Coaching (SMC) to support clients' ability to understand their banking history record in ChexSystems and work with their coach to try to resolve these barriers so they can open a safe, affordable bank account. As OFE implements ChexAdvisor into its offerings, OFE wants to better understand ChexSystems, what barriers clients face to banking access, and how to develop a second chance policy that supports residents to access a safe, affordable bank account.

The consultant will be responsible for the following activities:

- Assess six months of ChexSystems data pulled from the ChexAdvisor tool. This includes looking at detailed ChexSystems reports to understand clients' banking history and barriers, as well as analyzing the data extracted by Smart Money Coaching from ChexAdvisor and from their coaching database.
- Analyze how ChexSystems records impact Smart Money Coaching clients and the impact that an improvement in clients' records has on their ability to access safe banking products.
- Based on findings from research, help inform OFE's second chance policy recommendation to support Smart Money Coaching clients to access a safe, affordable bank account.
- Help draft and publish a ChexSystems brief and presentation for financial institutions and national Bank On coalition partners to inform second chance policies nationally.



This work is anticipated to begin January 2020 and end by June 30, 2020. The maximum budget for Program Area 1 is \$20,000. If the work expands then there might be an opportunity to extend the contract and budget in July 2020.

Program Area 2: Asset Limits Research

As OFE supports residents to access safe, affordable bank accounts and save for their short- and long-term financial goals, residents also face barriers to savings due to asset limits that could result in loss of public benefits. OFE wants to better understand how to support residents to save while receiving benefits, and to save a sufficient amount to successfully transition off of benefits and feel economically secure.

The consultant will be responsible for the following activities:

- Research asset building resources, programs and tools available to residents who are eligible for public benefits and affordable housing.
- Document relevant asset limit policy and legislation and their impact on various public benefits, and present findings to OFE.
- Help develop training content for Smart Money Coaching to support coaches' understanding of asset limits, as well as asset building tools and resources available to residents.
- Help develop a one-page flier that helps residents understand asset limits.
- Help inform pilot to integrate asset building into public benefits programming.

This work is anticipated to begin January 2020 and end June 30, 2020. The maximum budget for Program Area 2 is \$15,000. If the work results in a pilot, then there might be an opportunity to extend the contract and budget in July 2020.

Program Area 3: Research to Support Residents Struggling to Pay Their Utility Bills

OFE has partnered with the San Francisco Public Utilities Commission to design and pilot a Fund to help families in southeast San Francisco manage financial volatility and pay their water, sewer and power bills. Under this partnership, OFE will design, pilot and scale a Fund designed to (a) enable residents to pay their bills, (b) (c) reduce financial stress, (d) avoid utility shut offs (e) prevent displacement of low-income residents and residents of color from their home and community.



The consultant will be responsible for the following activities:

- Conduct a landscape analysis of emergency assistance funds that support residents in moments of financial hardship
- Recruit residents for primary research, support the design of interview guides and help conduct interviews and focus groups with residents
- Conduct additional primary research, including interviews with city staff and subject matter experts, and surveys, to support the work
- Conduct secondary research to assess need, opportunity, innovations and impact of programs
- Support the development and testing of concepts and Fund prototypes to inform the final design of the Fund
- Support the pilot of the Fund, including development of any operational, training and marketing material, as well as actual pilot implementation
- Analyze findings from research and develop content for presentations to project partners

This work is anticipated to begin January 2020 and end June 30, 2020. The maximum budget for Program Area 3 is \$15,000. If the work continues, then there might be an opportunity to extend the contract and budget in July 2020.

4. Pre-Proposal Information

A. RFQ Questions Deadline

Questions or requests for interpretation will only be accepted by email to **maya.oubre@sfgov.org** until the RFQ Questions Deadline, **October 28, 2019 by 5:00 pm PST**.

Proposer-specific questions about compliance with the City's requirements for vendors/suppliers are not subject to the above deadline and may still be asked and answered by the contact designated in this RFQ.

B. RFQ Answers and Clarifications

A summary of the clarifications, questions and answers pertaining to this RFQ will be posted on the San Francisco City Partners website: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

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



5. Proposal Submission Requirements

A. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal to **maya.oubre@sfgov.org**. The subject of the email should include the RFQ number and agency name. Electronic file title should include the RFQ number and agency name. Proposals must be received by **5:00 pm. PST, on November 12, 2019**. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted. Department staff will confirm receipt of all Respondent submissions within one (1) working day after the deadline for receipt noted above.

B. Proposal Submission Format

Organizations interested in responding to this RFQ must submit the following information, in the order and format specified below. **Only one proposal is needed but please provide a scope of work with budget for each program area you are applying to.** All proposals for funding must be developed using the format below. This is necessary so that all proposals can receive fair and equal evaluation. Proposals not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between proposals. The Agency must ensure that the proposal addresses the Evaluation Criteria.

It is preferred that text is unjustified (i.e., with a ragged-right margin) using Times New Roman 12 font.

C. Proposal Contents

Proposer must complete/provide the following in the order below:

- RFQ Cover Page **-(use form provided in Section 10)**
- Cover letter (1 page)
- Resumé (not to exceed 2 pages)
- Scope of work with budget per program area (not to exceed 3 pages per program area and should include proposed hours and hourly rate)
- At least 3 relevant professional references (from within the last 3 years)
- Please provide detailed examples of up to 3 relevant projects you have worked on in the past (not to exceed 2 pages).

D. Evaluation Criteria: The following will be used as the criteria to evaluate various responses:

- Number of years of relevant work experience
- Experience conducting primary research, including focus groups and one-on-one interviews, and secondary research



- Experience analyzing quantitative and qualitative data
- Experience creating professional content, including briefs, reports and PowerPoint presentations
- Experience supporting the design of financial products and services to meet the needs of low-income populations and communities of color

6. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFQ

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 72 hours prior to the date that proposals are due. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFQ

Proposers shall submit all questions concerning this RFQ, scope of services or requirements in writing by email only before the RFQ Questions Deadline of **October 28, 2019 by 5:00 pm** PST and directed to: **maya.oubre@sfgov.org**. All Proposer questions concerning the RFQ process shall be submitted no later than 72 hours prior to the Proposals Deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

C. Objections to RFQ Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not less than 72 hours prior to the RFP deadline, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The Department may modify the RFP, prior to the Proposals Deadline, by issuing Addenda to the RFP, which will be posted at <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>. The Proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the Department prior to the Proposals Deadline regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposals Deadline, to determine if the Proposer has downloaded all RFP Addenda. It is the responsibility of the Proposer to check for any



Addenda, Questions and Answers, and updates, which will be posted on the San Francisco City Partners website: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

E. Term of Proposal

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

F. Revision of Proposal

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

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

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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



either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

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

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

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

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

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

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

J. Sunshine Ordinance

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



organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached based on the proposal.

L. Reservations of Rights by the City

The issuance of this RFQ does not constitute an agreement by the City that any contract or grant will be entered by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

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

N. Local Business Enterprise Goals and Outreach



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

O. Compliance with Previous Grant and Contract Requirements

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

P. Other Terms and Conditions

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

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

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

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

7. City Agreement Requirements

A. Compliance with Laws and Regulations

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



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

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

C. Release of Liability

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

D. Term of Cost and Work Effort Estimate

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

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

E. Standard Agreement Provisions

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

F. Nondiscrimination in Contracts and Benefits

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally,



Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgov.org/cmd/>.

G. Minimum Compensation Ordinance (MCO)

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

H. Health Care Accountability Ordinance (HCAO)

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

I. First Source Hiring Program (FSHP)

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

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

J. Conflicts of Interest

The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental



Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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

K. Insurance Requirements

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

L. Compliance with Municipal Codes

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

M. Companies Headquartered in Certain States

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



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

8. Protest Procedures

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

A. Protest of Non-Responsiveness Determination

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

B. Protest of Contract or Grant Award

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

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

All protests must be received by the due date. Protests **must** be submitted by email addressed to Tajel Shah, Chief Assistant Treasurer at tajel.shah@sfgov.org. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.



9. Standard City Vendor Forms¹

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

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

B. Mandatory Forms

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

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

C. Provider Eligibility and Invoice Payment

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

D. Vendor Eligibility Forms

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

¹ In this RFQ section, the term “Vendor” is used interchangeably with “Supplier,” and describes a provider seeking to enter into contract or grant agreement with the City. Since the City’s transition to the PeopleSoft Financial System (F\$P) in 2017, City providers are now assigned Supplier identification numbers (Supplier IDs), which replace previously-assigned Vendor numbers. Any references on proposal forms to “Vendor Number” shall mean a Supplier ID, assigned by the City. For more information, please visit <https://sfcitypartner.sfgov.org/>.



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

E. Supplemental Forms

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration ( pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and Subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration ( pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or Subcontractors.
Insurance Requirements (pdf)	The solicitation requires the successful Proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond (pdf)	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.



Performance Bond (pdf)	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application (Contract Monitoring Division)	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

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



10. RFQ Cover Page

OFE PROGRAM AREAS (please list all you are applying to):

NAME OF ORGANIZATION: _____

ADDRESS: _____

DIRECTOR: _____

PHONE/FAX#: _____

EMAIL: _____

FEDERAL EMPLOYER #: _____

TOTAL 6 MONTH BUDGET: \$ _____

Signature of authorized representative(s):

Name: _____ Title: _____

Signature: _____ Date: _____

Submit an electronic copy to maya.oubre@sfgov.org.