

City and County of San Francisco

Request for Proposals for

The Financial Justice Project Communication Services

RFP #FJP2020-02



Date issued:
Proposal due:

March 2, 2020
March 27th, 2020 5 p.m. PST

Request for Proposals for The Financial Justice Project Communications Services

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Appendices:

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

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

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1. Introduction and Schedule

A. About the Financial Justice Project

The [San Francisco Financial Justice Project](#) is the nation's first effort embedded in government to assess and reform fines and fees that have a disproportionate and adverse impact on low-income residents and communities of color. Since its inception in 2016, the Project has worked with partners to eliminate or adjust dozens of fines and fees, and lift millions of dollars in debt off of tens of thousands of low-income people. Housed in the Office of the San Francisco Treasurer, the Financial Justice Project has two main goals: First, to listen to community groups and local residents to identify fine and fee pain points. Second, to identify and implement doable solutions for government and the courts. Over the last three years, The Financial Justice Project has worked with dozens of community partners, city departments and the courts to enact a range of reforms. Read more [here](#) about The Financial Justice Project's reforms; and [here](#) is a list of fine and fee discounts for low-income San Franciscans.

Many of the reforms advanced by The San Francisco Financial Justice Project are the first of their kind and generate local and national media coverage. A sample of media coverage is included below:

- San Francisco Chronicle: [San Francisco has become a predatory government](#)
- LA Times: [Charging ex-offenders 'administrative fees' means big pain for the poor and little gain for counties](#)
- National Public Radio: [San Francisco Program Aims To Make Fines More Fair For The Poor](#)
- New York Times: [I served my prison time. Why do I still have to Pay?](#)
- KQED: [Bail Hits People of Color Hard, Strips \\$15 million a year from SF Residents](#)
- SF Chronicle: [criminal justice system fees for 21,000 waived](#)
- [CalMatters: Why California libraries are ditching fines on overdue materials](#)
- New York Times: [Child Support v. Deadbeat States](#)
- [KQED: San Francisco Mayor London Breed to Eliminate Jail Phone Call Fees](#)
- [San Francisco Chronicle: 88,000 people in SF who lost driver's licenses may get them back](#)

B. Introduction

The Financial Justice Project, in the Office of the Treasurer & Tax Collector (TTX), is requesting proposals from vendors to enhance the communications capacity of The Financial Justice Project. **Applicants may respond to all service areas through one application package OR applicants may submit an application package to address one or more service areas under which your firm would like to be considered.** Please note: applications DO NOT need to respond to respond to ALL service areas. Some applicants may respond to one service

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area. Some may respond to two, three or four services areas. Please identify clearly in the cover letter which Service Area(s) you are applying for consideration.

The Financial Justice Project seeks proposals from firms in the following four (4) Service Areas.

Applicants may apply to one or more of the four following services areas:

- Service Area #1: Communications campaign management
- Service Area #2: Video creation, production and animation.
- Service Area #3: Infographic and report design
- Service Area #4: Technical writing and copy editing.

Contracts MAY be awarded for up to \$100,000 for each service area. The contract shall have an original term of 2 years. In addition, the City shall have 2 options to extend the term for a period of 2 years each, which the City may exercise in its sole, absolute discretion.

C. Schedule

The anticipated schedule for selecting a consultant is:

<u>Proposal Phase</u>	<u>Date</u>
RFP is issued by the City	March 2 nd , 2020
Deadline for submission of written questions or requests for clarification	March 10 th . 2020, 5pm PST
Proposals due	March 27 th , 2020, 5pm PST

D. Contractors Unable to do Business with the City

1. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached.

2. Companies Headquartered in Certain States

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

II. Scope of Work

The Financial Justice Project seeks proposals from firms in the following four (4) Service Areas to increase The Project's overall communications capacity.

- Service Area #1: Communications campaign management
- Service Area #2: Video creation, production and animation.
- Service Area #3: Infographic and report design
- Service Area #4: Technical writing and copy editing.

Applicants may apply to be considered for one or more service area(s), depending on their interest and qualifications. Please note: applicants do not need to respond to all four service areas, and may apply for one or more.

Contracts MAY be awarded for up to \$100,000 per service area.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary over the term of the contract. The following are work tasks assumed necessary to aid the Financial Justice Project to Expand our scope and capacity.

Service Area #1: Communications campaign management

The San Francisco Financial Justice Project often conducts targeted communications and outreach campaigns. The goals and target audiences of these campaigns vary. For example, The Financial Justice Project has worked to:

- Let low-income San Franciscans know they can visit San Francisco Museums for free through the [SF Museums for All](#) program;
- Reach low-income San Franciscans to inform them about various [fine and fee discounts](#) for which they may be eligible;
- Encourage other government and community leaders across California and the country to adopt meaningful fine and fee reforms;
- Encourage state government leaders in Sacramento to adopt fine and fee reforms that will benefit low-income San Franciscans.

As directed by The Financial Justice Project by task order, the consultant shall provide communications campaign management services. The consultant shall plan, develop, and implement targeted outreach and awareness campaigns; design campaign-specific creative and messaging plans; purchase and execute traditional, non-traditional, and online media; track

ongoing campaign progress, provide recommendations and report findings. These activities MAY include:

- Identifying and refining target audiences, key goals, and calls to action.
- Creating compelling, creative, and culturally appropriate promotional content for all media types (including but not limited to traditional, non-traditional, online and mobile).
- Providing proficiency in multi-lingual outreach, including but not limited to culturally sensitive strategy and execution, as well as accurate translation at minimum of English into Chinese, Spanish and Filipino.
- Coordinating, placing and purchasing off-line media in traditional and nontraditional media vehicles including ethnic/in-language channels. Offline media vehicles include but not limited to print, radio, and spot TV.
- Coordinating, purchasing online media including but not limited to search engine marketing, Ad words, display advertising (both standard and rich media), social media marketing, cross platform ads (mobile device ads, tablet ads, portable display ads, etc.), email marketing, and in-language media.
- Tracking all appropriate metrics including but not limited to impressions, reach & frequency, awareness and return on investment.
- Incorporate feedback from The Financial Justice Project as needed.
- Ensuring on-going evaluation/analysis of tracked metrics and impacts in order to provide TTX with real-time feedback and recommendations to maximize media efficiency.

Service Area #2: Video creation, production and animation.

The Financial Justice Project seeks to create highly shareable compelling videos that are one to two minutes in length. These videos may:

- Highlight the experiences of people who have benefited from fine and fee reform.
- Provide an overview of how and why the Financial Justice Project was started, and what it has accomplished.
- Provide brief “explainers” of how and why we sought various reforms to specific fines, fees, and financial penalties.
- Provide quick summaries of longer policy briefs.
- Describe the annual accomplishments of the Financial Justice Project.

Some of these videos may be animated.

As directed by The Financial Justice Project, the consultant would:

- Meet with the Financial Justice Project to understand the goals, key audiences, and call to action of each video.
- Submit a plan for a video or series of videos, describing the look and feel, length, and overall concept.
- If necessary, create a script in partnership with The Financial Justice Project.

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- Create the video and work in partnership with The Financial Justice Project to solicit feedback and shape the video.
- Incorporate feedback from The Financial Justice Project as needed.

Service Area #3: Infographic and report design

The Financial Justice Project seeks to create clear, compelling infographics that help propel and illustrate the work of the Financial Justice Project. These infographics and visual may:

- Explain the need for various reforms, communicating the problems and fixes in compelling ways.
- Illustrate the impacts of fines, fees, and financial penalties on people with lower incomes.
- Communicate how and why we pursued various reforms, to make the case to local, state and national policymakers.

The Financial Justice Project also frequently produces policy briefs and reports that explain how and why we pursued various reforms. Examples of these briefs can be found at: sftreasurer.org/financial-justice-project/our-reports-and-publications. The Financial Justice Project is seeking a designer to assist in report design. This may include:

- Format, design, and create visual themes for reports ranging from 2-50 pages in length.
- Create and integrate visuals into these reports, including images, icons, charts, infographics, and photos as needed.

As directed by the Financial Justice Project, the consultant would:

- Meet with the Financial Justice Project to review draft issue briefs, their key audiences and design needs
- Create compelling visuals and infographics as needed to embed into the report
- Format and provide overall design for reports, ranging from 2-50 pages in length
- Discuss and incorporate feedback provided by The Financial Justice Project

Service Area #4: Technical writing and copy editing

The Financial Justice Project often writes policy briefs to explain how and why we pursued various reforms. The briefs aim to be a resource for local and state policymakers and community leaders who are pursuing similar reforms in their communities. Examples of these briefs can be found at: sftreasurer.org/financial-justice-project/our-reports-and-publications.

As directed by The Financial Justice Project, the consultant would:

- Draft issue briefs based on materials and outlines provided by The Financial Justice Project.
- Revise drafts as directed by the Financial Justice Project.
- Copy edit issue briefs as needed to ensure accuracy and clarity.

III. Submission Requirements

A. Deadline for Submission of Proposals

Proposals must be received by **5:00 P.M. (PST) on March 27th, 2020.**

B. Format of Submission Proposals

Submit your proposal, quote and sample collateral by mail or in-person to:

Christa Brown
Office of the Treasurer & Tax Collector
City Hall – room 140
1 Dr. Carlton B Goodlett Place
San Francisco, CA 94102-4638

If you choose, you may also submit an electronic version to christa.brown@sfgov.org. The entire response packet should be submitted as one file attachment. If items (portfolio pictures, etc.) are too large to combine into a single file, additional compressed files containing supplemental materials may be submitted. Response packet files must be either MSWord or PDF; picture files may be png or jpeg.

C. Content

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

<p>Cover Letter and Executive Summary (2 pages or less per service area)</p>	<p>The cover letter should include:</p> <ul style="list-style-type: none">- Vendor name, address, contact name, contact phone number, email address- The service area(s) for which the vendor is applying for consideration- A short summary of the proposal
<p>Project Approach (2 pages or less per service area)</p>	<p>The project approach should include:</p> <ul style="list-style-type: none">- A description of your approach to performing the tasks and producing the deliverables in the scope of work above. The project approach should describe project methods, timeline, and expectations for client involvement.- Your availability to start (assuming a contract is in place 6-8 weeks after the Notice of Intent).

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	<ul style="list-style-type: none"> - Describe your firm’s capacity and approach to staffing in performing for each of the service area(s) for which you are requesting consideration
<p>Your Qualifications or Your Firm’s Staff and Qualifications (4 pages or less per service area)</p>	<p>Provide information on you or your firm’s background and qualifications. This should include:</p> <ul style="list-style-type: none"> - A summary of your firm’s experience providing services comparable to the service area(s) for which your firm is applying for consideration. - A list of the individual staff you propose to assign to this project, including their qualifications, level of effort and their roles.
<p>Sample Work (10 pages or less per service area)</p>	<p>Provide samples of work for each service area for which you are applying for consideration. Sample work may be included as an attachment or as a hyperlink.</p> <p>Sample work may include:</p> <ul style="list-style-type: none"> - Service area 1: Sample strategies, collateral, and results from previous communication campaigns. - Service area 2: Sample videos created by your firm for past or current clients - Service area 3: Sample reports or infographics designed by your firm for past or current clients - Service area 4: Writing samples, and sample reports and publications authored or edited by you or your firm for past or current clients.
<p>References (1 page or less)</p>	<p>Provide at least 2, but no more than 3 past or current clients with a similar size or scope of project.</p> <p>References should include the name, address,</p>
<p>Fee Proposal (1 page or less per service area)</p>	<p>The Financial Justice Project is seeking proposals with hourly billing rates. The proposal should not exceed \$100,000 per service area for which you are applying for consideration. Rates should not exceed \$200 per hour.</p> <p>Describe the proposed cost for the task and/or deliverable and the total cost, itemizing the hours</p>

	<p>proposed for each staff member, the hourly rate, collateral printing and other costs.</p>
<p>Certification of Headquarters in Accordance with Administrative Code Chapter 12X. (1 page or less)</p>	<p>Proposals should contain the following statement: “I certify that my company is headquartered at the following address: “_____.”</p> <p>I will notify the City of my company’s headquarter moves.”</p>
<p>Contract Monitoring Division (CMD) Local Business Enterprise Requirements and Outreach</p>	<p>“Attachment 2: Requirements for Architecture, Engineering, & Professional Services Contracts”: http://www.sfgsa.org/index.aspx?page=6135</p> <p>(1) Form 2A-CMD Contract Participation Form (3) Form 3- CMD Non-Discrimination Affidavit (4) Form 4- CMD Joint Venture Form (if applicable), and (5) Form 5- CMD Employment Form</p>

IV. Evaluation and Selection Criteria

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

A. Minimum Qualifications

At least three years of demonstrated experience providing the communications services outlined in the scope of work for the service area(s) for which they are applying.

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

B. Selection Criteria

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

1. Overall Evaluation Process

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

Evaluation Phase	Maximum Points
Screening of Minimum Qualifications	Pass/Fail
Written Proposal	85 points
Price	15 points
TOTAL	100 points

Screening of Minimum Qualifications

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

Written Proposal Evaluation

The proposals will be evaluated by a selection committee comprised of parties with expertise in the needed services. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

- a. Project Approach (35 points)
 - i. Project approach demonstrates understanding of the projects and the tasks to be performed.
 - ii. Expectations of client involvement or level of effort are appropriate.
 - iii. Clarity and appropriateness of proposed staffing structure, roles and responsibilities.
 - iv. Proposer’s capacity and resources to provide the services under this RFP.
- b. Firm Qualifications & Sample Work (50 points)

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- i. Proposer's experience providing services comparable to those requested in this RFP, including projects of similar size and scope
- ii. Qualifications and educational backgrounds of lead staff members proposed to perform services for the City are appropriately demonstrated in the response.
- iii. Proposer's sample collateral demonstrates ability to design and produce high quality collateral similar to that requested in the RFP to that requested in the RFP.

Price Proposal (15 points)

Cost proposal for the task and/or deliverable sufficiently detailed, reasonable and appropriate with hourly rates that do not exceed \$200/hr.

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

The Price Proposal score will be determined by the equation below and will be based on the total price proposal.

$$\text{Score} = (\text{Lowest Proposed price} / \text{Proposer's price}) \times (\text{max Price points possible})$$

The selection process will include an initial screening of the responses based on the minimum qualifications. All qualified written responses will then be evaluated by TTX staff. The Office has the option of conducting oral interviews as part of the evaluation process. If the Office opts to conduct interviews to assess respondents' ability to provide the services, the Office may elect to interview only the most qualified respondents (based on the minimum qualifications and supplemental materials submitted), if the number of responses is high. The selection of any Proposer for contract negotiations shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

V. Pre-proposal Conference and Contract award

Question and Answer Period

Proposers shall submit all questions concerning this Request for Proposal in writing by email only during the Question and Answer Period, ending March 10th, no later than 5 pm PST and directed to: Christa.Brown@sfgov.org. Questions and Answers will be posted publically.

Please reference RFP No. **RFP #FJP2020-02**

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

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

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

A. Contract Award

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

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

Proposers shall submit all questions concerning this Contract Proposal, scope of services or requirements in writing by email only during the Question and Answer Period, ending March 10th, 2020 no later than 5 pm PST and directed to: Christa.Brown@sfgov.org. All Proposer questions concerning the bid process shall be submitted no later than 72 hours prior to the bid deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

C. Objections to RFP Terms

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

D. Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing an Addendum to the RFP, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer consult the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Bid Addendum(s). It is the responsibility of the proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City Partner website and Office of the Treasurer and Tax Collector's website:

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

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

E. Term of Proposal

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

F. Revision of Proposal

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

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

At any time during the proposal evaluation process, the Department may require a proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

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

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

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

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

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

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

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

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

L. Reservations of Rights by the City

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

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

M. No Waiver

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

N. CMD Local Business Enterprise Requirements and Outreach

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

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

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

- (1) Form 2A-CMD Contract Participation Form
- (3) Form 3- CMD Non-Discrimination Affidavit
- (4) Form 4- CMD Joint Venture Form (if applicable), and
- (5) Form 5- CMD Employment Form

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

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

1. Local Business Enterprise Requirements and Outreach

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

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

2. LBE Sub-consultant Participation Requirement

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

The LBE sub consulting participation requirement is waived for this project.

6. SF Small and Micro-LBE Rating Bonuses

The City strongly encourages responses from qualified LBEs. Pursuant to Chapter 14B, the following rating bonuses will be in effect for the award of this project for any Respondents who are certified as a Small or Micro-LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. Certification applications may be obtained by calling (415) 581-2310. The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

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

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

7. CMD Contact

Failure to complete, sign and submit each of the required CMD/LBE forms may result in the response package being deemed non-responsive and rejected. The CMD Compliance Officer (CCO) for this RFP is Jason Chow. The CCO can be reached at 415 554-3103 or Jason.Chow@sfgov.org.

VII. Contract Requirements

A. Standard Contract Provisions

The successful proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Appendix B. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

B. Nondiscrimination in Contracts and Benefits

The successful proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgov.org/cmd/>.

C. Minimum Compensation Ordinance (MCO)

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

Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. Health Care Accountability Ordinance (HCAO)

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

E. First Source Hiring Program (FSHP)

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

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

F. Conflicts of Interest

The successful proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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

VIII. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five working days of the City's issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Non-Responsible Determination

Within five working days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor will be afforded an opportunity to rebut such adverse evidence, and will be permitted to present evidence that they are qualified to perform the contract. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsibility. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Protest of Contract Award

Within five working days of the City's issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day after the City's issuance of the notice of intent to award.

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

D. Delivery of Protests

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

Christa Brown: christa.brown@sfgov.org

Appendix A Standard Forms

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

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



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

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

C. Supplier Eligibility and Invoice Payment:

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

D. Supplemental Forms:

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration ( MCO_Declaration_10_1_18.pdf)	You have at least \$25,000 in cumulative annual business with a City department and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration ( HCAO_Declaration_10_1_18.pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of

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	any parent, subsidiaries or subcontractors.
Insurance Requirements (pdf)	The solicitation requires the successful bidder to demonstrate proof of insurance.
Payment (Labor and Material) Bond (pdf)	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond (pdf)	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application (Contract Monitoring Division)	You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts.
Nondiscrimination in Contracts (Equal Benefits)	12B Compliance is required on nearly all City contracts. If a supplier is not compliant, the City can only do business with them if the Contract Monitoring Division grants a waiver.

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