



City and County of San Francisco

Office of the Controller ADMINISTRATIVE DIVISION

REQUEST FOR QUALIFICATIONS FOR ADMINISTRATIVE HEARING OFFICER FOR VICIOUS AND DANGEROUS DOGS RFQ#CON2016-27

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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") 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.

The City seeks responses from consultants demonstrating successful experience in conducting administrative hearings for dog owners and complainants regarding reports of potentially vicious and dangerous dogs.

Intent of this Request for Qualification (RFQ)

It is the intent of the Controller's Office to create a pre-qualified list of consultants from which interested City departments, boards, or commissions may choose prospective contractors on an as-needed basis. Consultants pre-qualified under this RFQ may remain eligible for consideration and contract negotiation on an as-needed basis for up to four (4) years from the pre-qualification notification date. Consultants pre-qualified under this RFQ are not guaranteed a contract. The City reserves the right to procure services similar or identical to the services specified in this RFQ by any other means.

Anticipated Contract Budget

For each contract resulting from this RFQ, the anticipated not-to-exceed contract budget may range from \$5,000 to \$100,000 for 2 years. If the options to extend are exercised, then the anticipated total contract budgets for the 4 years may range from \$5,000 to \$200,000. Actual contract budget may vary, at the City's sole and absolute discretion.

Anticipated Contract Term

The anticipated contract term is two (2) years, with option to extend for up to two (2) additional years. Actual contract term may vary, 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 on or before December 1, 2016.

Subcontracting Requirement

The Local Business Enterprise (LBE) sub-consulting requirement for this Request For Qualifications (RFQ) and resulting contract(s) has been waived. However, the City strongly encourages responses from qualified LBEs. The City encourages the contractors selected for contract negotiation to solicit participation from LBEs should the need to hire outside consultant(s) arise during the performance of the resulting contract(s). Pursuant to Admin Code Chapter 14B, rating bonuses will be in effect for any Proposers who are certified as a Small- or Micro-LBE. Please see the RFQ Attachment II for more information. If you have any questions regarding Contract Monitoring Division's Attachment II, please contact Seth Benkle at 415-581-2306 or Seth.Benkle@sfgov.org.

Schedule*

RFQ Issued	09-09-2016
Deadline for RFQ Questions	09-13-2016 (1pm PST)
RFQ Answers posted online	09-15-2016
<u>Deadline for RFQ Proposals</u>	<u>09-20-2016 (1pm PST)</u>
Oral Interviews with Proposers selected for further consideration	09-30-2016
Notice of Intent To Establish A Pre-Qualified List	10-11-2016

RFQ Questions and Communications

City-Proposer Communications

To ensure fair and equal access to information about this RFQ, please e-mail any questions to CentralContracts@sfgov.org. Questions must be in writing and received by the Deadline for RFQ Questions. The Controller's Office will not accept any questions after this time with the exception of City vendor compliance. A summary of the questions and answers pertaining to this RFQ will be posted on the Office of Contract Administration's website at <http://mission.sfgov.org/OCABidPublication/BidDetail.aspx?K=11251>

*Each date subject to change. All hours are Pacific time zone. Check website for latest schedule.

1. Introduction

1.1 General terms used in this RFQ.

Terms and abbreviations used throughout this RFQ include:

- **CCSF or City** – The City and County of San Francisco.
- **City Team** – The Controller’s Office staff, Department of Animal Care and Control staff.
- **Contractor/Consultant** – The Proposer awarded a contract for services subsequent to this RFQ.
- **Controller’s Office** – The Office of the Controller, a department of the City and County of San Francisco.
- **Department of Animal Care & Control (ACC)** – Department of Animal Care & Control, a department of the City and County of San Francisco.
- **Vicious & Dangerous Dog (V & D) Dog Hearing Process** - San Francisco Health Code Article 1, Section 42.3 provides a summary of the V & D dog hearing procedures and processes.
- **Local Business Enterprise (LBE)** – A business that is certified by the San Francisco Contract Monitoring Division (CMD) as an LBE under Admin Code §14B.3. LBEs may be Small-LBEs, Micro-LBEs, or SBA-LBEs, as defined by the CMD.
- **Proposer** – Any entity submitting a response to this Request for Qualifications (RFQ).

1.2 Statement of Need

What Does the City Seek? The City and County of San Francisco, California (“City”) seeks proposals from Proposers demonstrating successful experience in conducting administrative hearings, knowledge of the City of San Francisco Municipal Codes and familiarity with mediation methods and techniques. Proposers should have the ability to plan, organize and conduct administrative hearings, and interpret and apply codes with an emphasis on restorative justice. Proposers should have demonstrated experience in assigning proper remedies that withstand judicial review. Proposers should be prepared to diffuse hostile and confrontational situations between multiple parties including some individuals who may have a criminal history. De-escalation skills and ability to avert physical altercations are necessary to ensure a safe process. Proposers with knowledge of canine behavior are preferred. Services will be provided on an as-needed basis.

With Whom Will Consultants Work? Consultants will work with the Administrative Division, other Controller’s Office staff, staff from Animal Care and Control Department, the Police Department, among others.

1.3 Background of City and County of San Francisco

What is the City? 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, known as the “City”, was established by Charter in 1850. It 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. The services provided by the City include public protection, public transportation, construction and maintenance of all public facilities, water, parks, public health systems, social services, planning, tax collection, and many others.

What are the Roles and Responsibilities of the City Controller's Office? The City Controller is the chief accounting officer and auditor for the City and responsible for all financial management systems, procedures, internal control processes and reports that disclose the fiscal condition of the City to managers, policy makers and citizens. The City Controller is also the auditor for the City performing financial and performance audits of departments, agencies, concessions and contracts.

Background of Vicious and Dangerous (V & D) Dog Hearing Process

San Francisco Health Code Article 1, Section 42.3 provides a summary of the V & D dog hearing procedures and processes. These include deadlines for notice, timing, and conduct of hearings. The purpose of the hearing is to determine whether the dog is "vicious and dangerous" as defined by Section 42 of the Health Code, and if so, what penalty or restriction to impose.

During fiscal year 2015-2016, Department of Animal Care & Control (ACC) held approximately 120 hearings, which required approximately 650 hours of preparation and follow up time. The number of cases may vary, but we anticipate a similar number annually. The hearing officer will be paid \$57.00 per hour.

2. Scope of Work

This scope of work is a general guide to the work the City expects to be performed, and is not a complete listing of all services that may be required or desired. The City is soliciting qualifications to create a pre-qualified list of consultant firms that may be selected for the services described below.

To minimize duplication of effort and to allow the City to coordinate data requests and data available for the multiple projects solicited within this RFQ, as well as for previous and future projects, the selected Contractors' findings and data may be shared by the City with other City Contractors, as deemed appropriate by the City.

Is My Firm Expected to Propose for a Specific Project? No. The Controller's Office will create a list of consultant firms to draw from for a diverse set of possible projects that may require a range of different and varied experience. Each consultant firm should demonstrate its capabilities by providing a proposal. The City will negotiate the scope of services, budget, deliverables, and timeline for each project it decides to pursue. There is no guarantee of a minimum amount of work or compensation for any of the Contractors selected for pre-qualification. The City may select Contractors from the pre-qualified list in its sole and absolute discretion.

After the pre-qualified list has been established, the City may issue Request(s) for Proposals or Request(s) for Quotes to the pre-qualified consultant list to better assess qualifications for a specific scope of service, which may include staffing, scheduling, deliverable, and cost considerations.

Does the City prefer firms to form a large group or consortium to cover more services, or to focus on an area of expertise and respond individually? The City prefers individual firm responses that the firm and its lead staff can demonstrate possession of appropriate qualifications. For any proposed Proposer partnerships, at least 50% of proposed work effort on the City's projects must come from the lead Proposer firm.

2.1 Required Contractor Tasks and Deliverables

Contractor will conduct administrative hearings for dog owners and complainants regarding reports of potentially vicious and dangerous dogs. The Contractor will receive, review, and evaluate testimony, physical evidence, and other information. The Contractor will issue written decisions including specific remedies consistent with a fair and impartial review to protect the health, safety, and welfare of the community.

At the direction and approval of the Controller, Contractor will perform the tasks and deliverables listed below.

- A. Conduct hearings: Access and interpret all relevant data from applicable statutes, databases, current dog behavior theory, and case files. Review all information presented by parties, witnesses, ACC and/or the SFPD and evaluate testimony, physical evidence, and other relevant information; resolve/mediate disputes with an emphasis on restorative justice.
- B. Make sound decisions and judgments; review and evaluate testimony and evidence presented to prove or disprove contested violations/claims made during the administrative hearing. Prepare clear, concise written findings, and notify concerned parties via a written statement of decision.
- C. Maintain communication with ACC and Controller's Staff to ensure timely and safe adjudication of dog matters.
- D. Perform related duties relative to the Vicious and Dangerous Dogs Ordinance.

2.2 Knowledge, Abilities, and Skills

Proposers should demonstrate relevant expertise to successfully perform their role and responsibilities in the scope of services described in this RFQ.

- Knowledge of San Francisco Municipal Code (particularly the sections of Article 1 of the Health Code regarding the V & D dog hearing process), administrative procedures, mediation methods and techniques.
- Ability to plan, organize and conduct administrative hearings and ability to interpret and apply the San Francisco Municipal Code.
- Ability to resolve/mediate disputes with emphasis on restorative justice; make sound decisions and judgments; prepare clear, concise written hearing decisions, appeal responses and other correspondence and reports; deal with stress and hostile claimants; establish and maintain effective communication with staff and diverse ethnic and economic groups.

- Ability to deal tactfully and courteously with staff and the general public, work under strict timelines and create a non-hostile hearing environment.
- Ability to comprehend the differences between an administrative hearing and a criminal one.
- Ability to maintain consistency when issuing decisions and to involve all parties in determining a satisfactory resolution.
- Ability to diffuse rancor between parties and to understand that the V & D process should be about safety and restorative justice rather than punishment.
- Knowledge of dog behavior

3. City-Proposer Communications

Proposers are specifically directed NOT to contact any employees or officials of the City other than those specifically designated in this RFQ and its Attachments. Unauthorized contact may be cause for rejection of responses at the City's sole and absolute discretion.

3.1 Questions

Please e-mail any questions to CentralContracts@sfgov.org. No oral questions will be accepted. Questions, in accordance with the below schedule, must be in writing and received before 1:00 pm PST on Tuesday, September 13, 2016. No questions will be accepted after this time with the exception of City vendor compliance.

3.2 Summary of Information Requested and Presented

A summary of all questions and answers pertaining to this RFQ will be posted on the City's website <http://mission.sfgov.org/OCABidPublication/> under/ Business – Bids & RFP's >>Consultants and Professional Services at the following URL: <http://mission.sfgov.org/OCABidPublication/BidDetail.aspx?K=11251> ("Website"). It is the Proposers' responsibility to check this Website for any updates. The City recommends that Proposers check the Website for updates on a daily basis at a minimum.

3.3 City Communication Following Receipt of Proposals

The City may contact the Proposers for clarification or correction of minor errors or deficiencies in their Proposals prior to deeming a Proposal as non-responsive. Clarifications are "limited exchanges" between the City and a Proposer for the purpose of clarifying certain aspects of the Proposals, and do not give a Proposer the opportunity to revise or modify its Proposal. Minor errors or deficiencies are defined as those that do not materially impact the City's evaluation of the Response. For information regarding the City's Evaluation Process, see RFQ Section 5 - Evaluation Criteria.

4. Proposal Submission Requirements

Proposals must be e-mailed to CentralContracts@sfgov.org by **1:00 pm PST on Tuesday, September 20, 2016**. Late submissions will not be considered.

4.2 Proposal Package

Proposers interested in responding to this Request for Qualifications must submit the following information in the order specified below:

Proposer Name	
Proposer Address	
Proposer Contact Name	
Proposer Contact Phone Number	
Proposer Email Address	
City and County of San Francisco Vendor Number (if known/established)	
Date Proposal Submitted to the City	
<p>Cover Letter (1 page limit) Submit a cover letter signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the proposal. The letter must include the following: (1) contact information for all communications pertaining to the proposal (including telephone number, e-mail address and mailing address); (2) a statement of the Proposer's overall ability and qualifications to conduct the work; and, (3) a statement that the Proposer agrees to fully comply with all applicable San Francisco laws.</p>	
<p>Executive Summary (1 page limit): Provide an executive summary that: (1) includes a brief overview of the proposal's principal elements; (2) demonstrates an understanding of the issues of V & D dogs; and, (3) describes approaches the Proposer may employ to meet the needs of the City.</p>	

References (2 page limit)

Provide references for the lead consulting firm, lead project manager, and all subconsultants including the name, address, telephone number, and e-mail addresses of at least three but no more than five recent clients (preferably other public agencies). Please refer to sample template.

Reference 1 Name	
Reference 1 Address	
Reference 1 Phone Number	
Reference 1 Email Address	
In what capacity do you know Reference 1? (former or current supervisor, volunteer coordinator, etc.)	
How long have you known Reference 1?	

Reference 2 Name	
Reference 2 Address	
Reference 2 Phone Number	
Reference 2 Email Address	
In what capacity do you know Reference 2? (former or current supervisor, volunteer coordinator, etc.)	
How long have you known Reference 2?	

Reference 3 Name	
Reference 3 Address	
Reference 3 Phone Number	
Reference 3 Email Address	
In what capacity do you know Reference 3? (former or current supervisor, volunteer coordinator, etc.)	
How long have you known Reference 3?	

RFQ Attachment I: Acknowledgement of RFQ Terms and Conditions

RFQ Attachment I: *Please submit a signed PDF of RFQ Attachment I with your proposal. Section 14. RELEASE OF LIABILITY is included in RFQ Attachment I that is required in order for the City to conduct Reference Checks.*

RFQ Attachment II: Local Business Enterprise (LBE) Form

Local Business Enterprise (LBE) Forms: *Please submit CMD Form 2A, Form 3, Form 5 (and Form 4 if joint venture).*

Complete, but concise responses, are recommended for ease of review by the Evaluation Team. Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ.

CHECKLIST OF REQUIRED DOCUMENTS TO SUBMIT VIA E-MAIL TO CENTRALCONTRACTS@SFGOV.ORG BY TUESDAY, SEPTEMBER 20 AT 1:00 P.M. PST.

- Cover Letter (1 page limit)**
- Executive Summary (1 page limit)**
- References (2 page limit)**
- Completed and Signed RFQ Attachment I (signature on page 8)**
- Completed and Signed CMD Form 2A, Form 3, Form 5 (and Form 4 if joint venture)**

5. Evaluation Criteria

This section describes the guidelines used for analyzing and evaluating the responses and for Proposer pre-qualification. It is the City's intent to pre-qualify Proposer(s) that provide the best overall qualifications to the City inclusive of fee considerations. Consultants selected for pre-qualification are not guaranteed a contract. This RFQ does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the pre-qualified list is inadequate to satisfy its needs. There are two phases to the evaluation process. City and CMD staff first perform an Initial Screening process as described in Section 5.1. Responses that pass the Initial Screening process will proceed to the Evaluation Process described in Section 5.3.

5.1 Initial Screening

The City will review each proposal for initial determination on responsiveness and acceptability in an Initial Screening process. Elements reviewed during the Initial Screening include, without limitation: Proposal completeness, compliance with format requirements, compliance with Minimum Qualification requirements, and verifiable references.

Proposals are not scored during the Initial Screening process. Initial Screening is a pass/fail determination as to whether a Proposal meets the threshold requirements described above. A Proposal that fails to meet these requirements **will not** be eligible for consideration in the Evaluation Process described below in Section 5.3. The City reserves the right to request clarification from the Proposer prior to rejecting a response for failure to meet the Initial Screening requirements. Clarifications are "limited exchanges" between the City and a Proposer for the purpose of clarifying certain aspects of the Proposal, and will not give a Proposer the opportunity to revise or modify its response. Proposals that meet the Initial Screening requirements shall proceed to the Evaluation Process described below in Section 5.3.

5.2 Minimum Qualifications

The Minimum Qualifications are used by the City to determine whether the Proposer and the proposed staff identified to complete all tasks specified in the scope of work have had experience on projects comparable to the services the City is requesting. Any response that does not demonstrate that the Proposer meets these minimum qualifications by the response deadline will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).

The Proposer certifies that it meets the following Minimum Qualifications:

EXPERIENCE:

Proposer to demonstrate 2 years of experience in the services described in the Knowledge, Abilities, and Skills listed in Section 2.2, above. Relevant experience includes serving as a Hearing Officer or Administrative Law Judge (ALJ); understanding of dog behavior through education, degree, and/or relevant professional experience such as a veterinarian, employee in a dog handling industry, shelter, V & D dog unit, dog trainer.

Evaluation Team

City representatives will serve as the Evaluation Team responsible for evaluating Proposers. Specifically, the team will be responsible for the evaluation and rating of the responses for pre-qualification, and for interviews, if desired by the City.

5.3 Evaluation Criteria for Pre-qualification (100 points)

A. Proposal Evaluation

Each proposal that meets the Minimum Qualifications will be evaluated in accordance with the criteria below. Proposal Evaluation will be worth 100 points. Proposals must achieve a minimum of 70 points in the Proposal Evaluation in order to move forward to Proposer Interviews.

5.3.1 Qualifications – 45 points

- a) Experience with administrative adjudication and hearings on complaints.
- b) Quality, comparability, and applicability of recently completed service including scope, level of effort, costs, timelines, deliverables and outcomes.
- c) Knowledge of canine behavior.

5.3.2 Approach and Methodology – 45 points

- a) Understanding of the project, the tasks to be performed and outcomes desired by the City.
- b) Demonstrated ability to effectively use analytical, interpersonal, oral, written, and presentation skills to successfully perform the tasks required and communicate effectively with people of diverse backgrounds, abilities, and expectations.
- c) Ability to demonstrate time and resource commitment for this project.
- d) Knowledge, Abilities, and Skills listed in Section 2.2.

5.3.3 Completeness of Response Submission – 10 points

- a) Response conforms with RFQ requirements and concisely but comprehensively addresses RFQ requirements.
- b) Response is professionally presented and contains organized content and format.
- c) Overall quality of presentation including completeness and accuracy of information.

B. Reference Checks

Reference checks, may be used to determine the applicability of Proposer's experience to the services the City is requesting and the quality of services and staffing provided to prior clients, as well as adherence to schedules/budgets and Proposer's problem-solving, project management and communication abilities, as well as performance on deliverables and outcomes, and effectiveness in meeting or exceeding project objectives. Reference checks may take place before or after Interviews. If reference checks occur before Interviews and if reference checks deem that information included in the proposal is untruthful or inaccurate, then the City **will** reject the proposal and the Proposer will not be invited to Interviews. If reference checks occur after Interviews and deem that information included in a proposal is untruthful or inaccurate, the Proposer will not be selected for pre-qualification in the pool, nor selected for contract negotiations. The City has sole and absolute discretion in determining if reference checks will be conducted.

5.3.4 Release and Waiver Agreement. To effectuate the candid completion of the reference checks above, Proposer is required to sign page 8 of the RFQ Attachment I that includes Section 14, Release of Liability. Relatives of the Proposer cannot be listed as References.

C. Interviews

Following the Proposal Evaluation, up to ten of the highest scoring Proposers with a minimum qualifying score of 70 will be invited to Interviews with the Evaluation Team. Interviews will consist of standard questions asked of selected Proposers, and specific questions regarding individual responses. Interviews will be worth 100 points. Points awarded for Interviews will be separate from the points awarded during the Proposal Evaluation. **Proposers who pass Reference Checks and also pass the Interviews with a minimum score of 70 will be pre-qualified.**

5.4 Pre-Qualification Process

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 negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time with the selected Proposer, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest scoring Proposers it deems qualified. The City has sole and absolute discretion over how interviews will be conducted to select Proposers for contract negotiations.

Due to the varied nature of the services to be performed, the City reserves the right to contract with any or all pre-qualified Proposers.

5.5 Selection from Pre-qualified Lists

The City may select Contractors from the pre-qualified list in its sole and absolute discretion.

After the pre-qualified list has been established, the City may issue Request(s) for Quotes or Request(s) for Proposals, Selection Interviews to the pre-qualified consultant list to better assess qualifications for a specific scope of service, which may include staffing, scheduling, deliverable, and cost considerations. The City reserves the right to request proposals, quotes, or interviews from consultants in one service category or multiple service categories simultaneously. Award of contracts will be made in a manner consistent with San Francisco Administrative Code Chapter 21 Section 21.4(c).

5.6 Other Terms and Conditions

The selection of any pre-qualified Proposer for contract negotiations shall not imply acceptance by the City of all terms of the response, which may be subject to further negotiation and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time with any pre-qualified Proposer, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with any other remaining pre-qualified Proposers. The City, in its sole discretion, has the right to approve or disapprove any staff person assigned to a firm's projects before and throughout the contract term. The City reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables. The Controller's Office will not evaluate the contractor's work or base the decision to continue giving work to the contractor on the basis of whether the

contractor rules in favor of the City in any case or cases.

6. Protest Procedures

6.1 General

Failure of a Proposer to comply with the protest procedures set forth in this section will render a protest inadequate and non-responsive, and will result in rejection of the protest.

6.2 Protest of Non-Responsiveness Determination

By 5:00 p.m. PST on the fifth (5th) working day of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a response, and believes that the City has incorrectly determined that its response is non-responsive, may submit a written notice of protest by mail or e-mail (fax is not acceptable) as directed in Section 6.4. Such notice of protest must be received by the City on or before 5 p.m. PST of the fifth (5th) 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 reason 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.

6.3 Protest of Establishment of Pre-Qualified Consultant List

By 5:00 p.m. PST on the fifth (5th) working day of the City's issuance of a Notice of Intent to Establish a Pre-qualified Consultant List, any consultant firm that has submitted a responsive response and believes that the City has incorrectly selected another Proposer for pre-qualification may submit a written notice of protest as directed in Section 6.4. Such notice of protest must be received by the City on or before 5 p.m. PST of the fifth (5th) working day after the City's issuance of the Notice of Intent to Establish a Pre-qualified Consultant List.

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.

6.4 Delivery of Protests

All protests must be received by the specified date and time deadline. Protests should be transmitted by a means that objectively will establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) or by fax will not be considered.

Protests must be delivered via:

E-mail:
CentralContracts@sfgov.org

6.5 Protest Review

The Controller's Office will confirm receipt of notice of protest by Proposer.

If a Proposer submits a complete and timely protest, the Controller's Office will review notice of protest soon after receipt of the protest to determine validity of notice, including, but not limited to: (a) receipt by due date; (b) inclusion of a written statement specifying in detail each and every one of the grounds asserted for the protest; (c) signed by an individual authorized to represent the Proposer; (d) citation of the law, rule, local ordinance, procedure or RFQ provision on which the protest is based; and (e) specification of facts and evidence sufficient for the City to determine the validity of the protest.

The City, at its discretion, may make a determination regarding a protest without requesting further documents or information from the Proposer who submitted the protest. Accordingly, the initial protest must include all grounds of protest and all supporting documentation or evidence reasonably available to the prospective Proposer at the time the protest is submitted. If the Proposer later raises new grounds or evidence that were not included in the initial protest, but which could have been raised at that time, then the City may not consider such new grounds or new evidence.

If the notice of protest is determined to be valid, the Controller's Office shall review facts and evidence to determine the outcome of the protest, citing any applicable laws, rules, ordinances, procedures, and/or provisions. The review shall be an informal process conducted by the Controller's Office or its designee and will be based upon the information submitted by the Proposer in its protest letter. The Controller's Office may seek input from the City Attorney's Office, Office of Contract Administration, Contract Monitoring Division, and/or other City departments as needed or appropriate. The Controller's Office will notify the Proposer in writing of its decision at the conclusion of the review. The Controller or his designee shall make the final determination regarding the outcome of the protest. The decision of the Controller's Office is final.

ATTACHMENT I: ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

HOW TO RESPOND TO THIS ATTACHMENT

By submitting a Response, the Respondent, on behalf of itself and its Partners/Subcontractors acknowledges and agrees that:

1. **RESPONDENT AUTHORIZATION:** The signatories are authorized by the Respondent to make representations for the Respondent and to obligate the Respondent to perform the commitments contained in its Response.
2. **RESPONDENT SELECTION:** Based on Responses received to this Request for Qualifications ("RFQ"), it is the intent of the Controller's Office (also referred to as "Controller") to create a pre-qualified pool from which to select a Respondent(s) for contract negotiations. This RFQ does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines Responses received are inadequate to satisfy its needs.
3. **CONTRACT NEGOTIATIONS:** The City may use the pre-qualified list, at its sole and absolute discretion, for selection of firms and negotiations of contracts for two years following establishment of the list. Contracts issued to pre-qualified firms will have terms of varying lengths depending on the City's needs, but in no case longer than 9 years. If a satisfactory contract cannot be negotiated in a reasonable time or for a reasonable price with the selected Respondent, then the Controller's Office, in its sole discretion, may terminate negotiations and begin contract negotiations with another Respondent. The selection of any Respondent for contract negotiations shall not imply acceptance by the City of all terms of the Response, which may be subject to further negotiation and approvals before the City may be legally bound thereby.
4. **NO GUARANTEE OF WORK OR COMPENSATION:** There is no guarantee of a minimal amount of work or compensation for any of the Respondents selected for contract negotiations.
5. **COMPLIANCE WITH LAWS AND REGULATIONS:** Respondent 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 Response prior to their delivery, it shall be the responsibility of the successful Respondent 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.
6. **STAFFING:** The key individuals listed and identified in the Response will be performing the work and will not be substituted with other personnel or reassigned to another project by the Respondent/Contractor without the City's prior approval or request. The City, in its sole discretion, shall have the right to review and approve all staff assigned to provide services throughout the duration of the contracts negotiated under this RFQ. Such approval by the City will not be unreasonably withheld. If selected for interviews, the Respondent's key individuals, including partner/subcontractor representatives, will be required to meet with the City prior to selection for contract negotiations.
7. **LEAD ROLE:** The selected Respondent(s) will be expected to take the lead role in project management and staff/subcontractor coordination. Responses should factor this assumption into pricing.
8. **S.F. Administrative Code Chapter 14B LOCAL BUSINESS ENTERPRISE ("LBE") SUBCONTRACTING REQUIREMENT:** see *RFQ Attachment II*.
There are no LBE subcontracting requirements for the total value of goods and services provided under this RFQ and resulting contracts. LBEs are strongly encouraged to submit proposals and will be eligible for rating discounts. See RFQ Attachment II for more information.
9. **CITY'S APPROVAL RIGHTS OVER SUBCONTRACTORS AND SUBCONTRACTOR PAYMENTS:** The City has approval rights over the use of all subcontractors. Respondents must identify all subcontractors in their Response and these subcontractors must conform to all City policies regarding subcontractors. Furthermore, each Respondent understands, acknowledges, and agrees that if it

ATTACHMENT I: ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

subcontracts with a third party for services, the Respondent accepts responsibility for full and prompt payment to the third party. Any dispute between the Respondent and the third party, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to a third party (subcontractor) may result in the withholding of funds from the Respondent by the City.

10. CITY RESOURCES: The City will arrange for Contractor's access to equipment and data as deemed appropriate by the City.

11. ADMINISTRATIVE REQUIREMENTS: see *RFQ Attachment III*. Respondent must fulfill the City's administrative requirements for doing business with the City prior to contract award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements referenced in RFQ Attachment III.

12. THE CITY'S TERMS AND CONDITIONS: see *RFQ Attachment IV*. Respondent is willing and able to meet all of the City's terms and conditions as stated in the City's standard professional services agreement ("Agreement") template (see *RFQ Attachment IV*). Respondents wishing to negotiate modification of other terms and conditions must attach a copy of the City's Agreement referring to the specific portion of the Agreement to be changed, and show proposed changes (deleted sections with a strikeover and added sections in boldface type). The City's selection of any Respondent who proposes changes to the City's Agreement terms shall not be deemed as acceptance of the Respondent's proposed changes.

13. TERM OF COST AND WORK EFFORT ESTIMATE: Submission of a Response signifies that the proposed services and prices are valid for the full possible term of the contract awarded under this RFQ 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), based on Responses received without discussion. A Respondent'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 Responses that are not responsive to this RFQ.

14. RELEASE OF LIABILITY: The Respondent 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 responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

15. FINANCIAL RESPONSIBILITY FOR RESPONSE COSTS: The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Proposals (and related materials), once submitted, become the property of the City and may be used by the City in any way deemed appropriate, and will be returned only at the City's option and at the expense of the Proposer submitting the proposal. One copy of a submitted proposal will be retained for official files and become public record.

Any material that a Proposer considers as confidential but does not meet the disclosure exemption requirements of applicable public disclosure laws, including but not limited to the San Francisco Sunshine Ordinance and the California Public Records Act, should not be included in the Proposer's proposal, as it may be made available to the public.

16. CONTRACT TIMELINE: Actual contract periods may vary, depending upon service and project needs. Any Respondent selected for a contract must be available to commence work no later than the estimated start date stated in the RFQ. It will be the responsibility of any Respondent selected for contract negotiations to disclose, before negotiations commence, any limitations that may impact its ability to complete work in accordance with anticipated deliverables and timelines.

ATTACHMENT I: ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

17. **OBJECTIONS TO RFQ TERMS OR RFQ ADDENDA:** Should a Proposer object on any ground to any provision or legal requirement set forth in this RFQ, the Proposer must, not more than ten (10) calendar days after the RFQ is issued, provide written notice to the Controller's Office setting forth with specificity the grounds for the objection. The City may modify the RFQ document through RFQ addenda. If any Proposer wishes to object on any ground to any provision set forth in an addendum, it must notify the City no later than three (3) business days following the posting of the addendum. 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.

18. **EXCEPTIONS TO THIS RFQ:** All information requested in this RFQ must be supplied. Respondents may clearly identify any exceptions to the RFQ in this section and must provide a written explanation to include the scope of the exceptions, the ramifications of the exceptions for the City, and the description of the advantages or disadvantages to the City as a result of exceptions. The City, in its sole discretion, may reject any exceptions or specifications within the Response. Respondents may also provide supplemental information, if necessary, to assist the City in analyzing Responses.

19. **ERRORS AND OMISSIONS IN RFQ:** Respondents are responsible for reviewing all portions of this RFQ. Respondents are to promptly notify the Controller's Office, in writing, if the Respondent discovers any ambiguity, discrepancy, omission or other error in the RFQ. Any such notification should be directed to the Controller's Office promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of Responses. Modifications and clarifications will be made by addenda as provided below.

20. **INQUIRIES AND COMMUNICATIONS REGARDING RFQ:** Inquiries regarding the RFQ and all communications including notifications related to, exceptions or objections to, or of an intent to request written modification or clarification of, the RFQ must be directed by mail or e-mail (fax is not acceptable) to:

Attn. Joyce Kimotsuki
Email: CentralContracts@sfgov.org

21. **CHANGE NOTICES:** The Controller's Office may modify the RFQ, prior to the Response due date, by issuing written addenda. Addenda will be posted on the 'Contract Opportunities' section of the Controller's Office website at: <http://sfcontroller.org/solicitations>. The Controller's Office will make reasonable efforts to post notification of modifications in a timely manner. Notwithstanding this provision, the Respondent shall be responsible for ensuring that its Response reflects any and all addenda issued by the Controller's Office prior to the Response due date regardless of when the Response is submitted. Therefore, the City recommends that the Respondent call the Controller's Office or check the Controller's Office website before submitting its Response to determine if the Respondent is aware of all addenda.

22. **REVISION OF RESPONSE:** Respondent may revise a Response on the Respondent's own initiative at any time before the deadline for Responses. The Respondent must submit the revised Response in the same manner as the original. A revised Response must be received on or before the Response due date. In no case will a statement of intent to submit a revised Response, or commencement of a revision process, extend the Response due date for any Respondent. At any time during the Proposal evaluation process, the Controller's Office may require a Respondent to provide oral or written clarification of its Response. The City reserves the right to create the RFQ pool without further clarification of Responses received.

23. **CONFLICTS OF INTEREST:** The successful Respondent 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 Respondent 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.

ATTACHMENT I: ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

Individuals who will perform work for the City on behalf of the successful Respondent might be deemed contractors 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 (10) calendar days of the City notifying the successful Respondent that the City has selected the Respondent.

RESPONDENTS ARE STRONGLY ADVISED TO CONSULT WITH THEIR LEGAL COUNSEL REGARDING THEIR ELIGIBILITY TO SUBMIT A RESPONSE FOR THIS RFQ OR SUBSEQUENT RFQS/RFPS.

24. RESPONDENT'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE:

Respondents 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 Respondent 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 Respondent 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: (i) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (ii) 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 Qualifications or Responses, 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:

- a) 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.
- b) 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.
- c) 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, Respondents should contact the San Francisco Ethics Commission at (415) 581-2300.

25. SUNSHINE ORDINANCE: In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has

ATTACHMENT I: ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

been awarded. Nothing in this provision requires the disclosure of a private person 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. Information provided which is covered by this paragraph will be made available to the public upon request. Respondent understands that any writing presented under this RFQ may be subject to public disclosure.

26. **PUBLIC ACCESS TO MEETINGS AND RECORDS:** If a Respondent 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 Respondent must comply with Chapter 12L. The Respondent must include in its Response (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Respondent's meetings and records, and (2) a summary of all complaints concerning the Respondent'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 Respondents shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Respondent's Chapter 12L submission shall be grounds for rejection of the Response and/or termination of any subsequent Agreement reached on the basis of the Response.

27. **RESERVATIONS OF RIGHTS BY THE CITY:** The issuance of this RFQ 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:

- A. Waive or correct any defect or informality in any Response, response, or response procedure;
- B. Reject any or all Responses;
- C. Reissue a Request for Qualifications or Request for Responses;
- D. Prior to submission deadline for Responses, 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 Responses;
- E. Procure any materials, equipment or services specified in this RFQ by any other means; or
- F. Determine that no contract will be pursued.

28. **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 Respondent to observe any provision of this RFQ. Failure by the Department to object to an error, omission or deviation in the Response in no way will modify the RFQ or excuse the Respondent from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

29. **CERTIFICATION:** Each Respondent hereby certifies that it has carefully examined this RFQ and documents attached hereto for terms, conditions, specifications, covenants, requirements, services, etc.; and the Respondent certifies that it understands the services requested, that the Respondent has knowledge and expertise to provide the proposed services submitted for consideration, and that its Response is based upon the terms, conditions, specifications, services, and requirements of this RFQ and attachments. By its signature on this Attachment, the Respondent certifies that its Response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all Responses for the purchase will result from free, open and competitive proposing among all vendors, in compliance with the City's laws.

30. **ACCEPTANCE:** Submission of a Response indicates a Respondent's acceptance of the terms and conditions contained in this RFQ unless clearly and specifically noted otherwise in the Response. The City may discontinue its selection, contract negotiations, or contract award processes with any Respondent if it is determined that the Respondent has not accepted the RFQ terms and conditions contained herein.

ATTACHMENT I: ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

31. 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. 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.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, (§38 in the Agreement); the Minimum Compensation Ordinance (§47 in the Agreement); the Health Care Accountability Ordinance (§48 in the Agreement); the First Source Hiring Program (§49 in the Agreement); and applicable conflict of interest laws (§26 in the Agreement), as set forth in paragraphs B, C, D, E and F below.

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 www.sfCMD.org.

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 contractual requirements of the MCO, see §47.

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://www.workforcedevelopmentsf.org/> and from the First Source Hiring Administrator, (415) 401-4960.

F. Conflicts of Interest

ATTACHMENT I: ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

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.

ATTACHMENT I: ACKNOWLEDGEMENT OF RFQ TERMS AND CONDITIONS

Each Respondent, as part of its Response, must submit this document signed by a representative(s) authorized by the Respondent to make representations for the Respondent and to obligate the Respondent to perform the commitments contained in its Response.

Acknowledged and Agreed:

Signature

Printed Name

Title

Firm Name

City, State

Phone Number

Date

Signature

Printed Name

Title

Firm Name

City, State

Phone Number

Date

Signature

Printed Name

Title

Firm Name

City, State

Phone Number

Date

Signature

Printed Name

Title

Firm Name

City, State

Phone Number

Date

RFQ ATTACHMENT II: Local Business Enterprise (LBE) Forms

Contract Monitoring Division (“CMD”) Contact

If you have any questions concerning the CMD Forms, please contact **Seth Benkle, the CMD Contract Compliance Officer for the Controller’s Office at 415-581-2306 or via e-mail at Seth.Benkle@sfgov.org**. The forms will be reviewed prior to the evaluation process.

HOW TO RESPOND TO THIS ATTACHMENT

Each solicitation process requires a new submittal of CMD forms found in “Attachment 2: Requirements for Architecture, Engineering, and Professional Services Contracts” at the following link, located under the heading “For Contracts Advertised on or after 8/1/15”:

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

There is no Contract Monitoring Division Local Business Enterprise subcontracting requirement for this RFQ or resulting contract(s). However, it is requested that Forms 2A, Form 3, Form 5 (and Form 4 if proposing as a Joint Venture) be submitted with your response.

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

The forms should have original signatures.

1. Local Business Enterprise Goals and Outreach

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

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

2. LBE Subcontractor Participation Requirement

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

The LBE subcontractor participation goal for public-sponsored projects is defined on a project-by-project basis, as a percentage of the total value of the goods and/or services to be procured. Each firm responding to each city-sponsored project may be required to demonstrate in a project-specific response that it has used good-faith outreach to select LBE subcontractors as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE subcontractors solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness

RFQ ATTACHMENT II: Local Business Enterprise (LBE) Forms

of the Qualifications. LBEs identified as subcontractors must be certified with the San Francisco Contract Monitoring Division at the time each project-specific response is due, and must be contacted by the proposer (prime contractor) prior to listing them as subcontractors in the project-specific response. Any project-specific response that does not meet the requirements of this paragraph will be non-responsive.

3. Link to LBE Subcontractor Directory

This link takes you to a directory of current Local Business Enterprises.

http://mission.sfgov.org/hrc_certification/

4. LBE Participation and Rating Bonuses

The City strongly encourages Proposals from qualified LBEs. Pursuant to the LBE Ordinance (Chapter 14B of the City Administrative Code), the following rating bonus will be in effect for the award of this program for any Proposers who are certified by CMD as an 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 CMD at (415) 581-2310 or online at www.sfgov.org/lbecert. The rating bonus applies at each phase (written proposal evaluation and interview stage) of the selection process. The application of the rating bonus is as follows:

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

Joint Venture Rating Bonuses - If applying for a LBE 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 proposal, 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. The joint venture partners must be of the same or similar discipline in order to be eligible for a rating bonus. The joint venture partners will be jointly responsible for the overall program management, control and compliance with Chapter 14B requirements.

Local Business Enterprise Utilization Tracking System - Prime contractors and all subcontractors who are awarded contracts as a result of the RFP process are required to use the Elation secure web-based Local Business Enterprise Utilization Tracking System (LBEUTS) to submit payment information including invoices and other related information. The Contract Monitoring Division (CMD) will use this information to monitor compliance with the 14B LBE Ordinance. Information about the system including instruction manuals and upcoming training workshops are available on the CMD website at www.sfgov.org/lbeuts.



FORM 2A: CMD CONTRACT PARTICIPATION FORM

Section 1: This form must be submitted with the proposal or the proposal may be deemed non-responsive and rejected. Prime Proposer, each Joint Venture Partner, Subconsultants, Vendors, and lower sub tiers must be listed on this form. Only CMD certified Small and/or Micro-LBEs can be used to meet the LBE subconsultant participation requirement unless the RFP allows for SBA-LBE subconsultants to count towards the LBE participation requirement. A Small and/or Micro- LBE Prime proposer/JV with LBE participation must meet the LBE subconsultant requirement. A Small and/or Micro-LBE Prime proposer/JV with LBE participation may not count its participation towards meeting the LBE subconsultant participation requirement. Be sure to check box for Rating Bonus. If more space is needed, attach additional copies of this form. This form is also completed and submitted for all contract modifications which exceed the original contract amount by more than 20%.

Contract:		RATING BONUS	
		<input type="checkbox"/> LBE 10%	<input type="checkbox"/> Joint Venture 7.5%
Firm:		<input type="checkbox"/> Joint Venture 5%	<input type="checkbox"/> Joint Venture 10% (LBEs ONLY)
Contact Person:		<input type="checkbox"/> No Rating Bonus Requested	
Address:		LBE Requirement %	
City/ZIP			
Phone			

*Type: Identify if prime (P), JV partner (J), Subconsultant (S), or Vendor (V)

TYPE *	Firm	PORTION OF WORK (describe scope(s) of work)	% OF WORK	INDICATE LBE YES/NO	If an LBE, Identify MBE, WBE, or OBE **	% OF LBE SUBWORK (CARRY-OVER FROM % OF WORK COLUMN)
			%			%
			%			%
			%			%
			%			%
			Total % of Work: 100%	Total LBE Subconsulting%		%

I declare, under penalty of perjury under the laws of the State of California, that I am utilizing the above Consultants for the portions of work and amounts as reflected in the Proposal for this Contract.

Owner/Authorized Representative (Signature): _____ **Date:** _____

Print Name and Title: _____

** MBE = Minority Business Enterprise, WBE = Women Business Enterprise, OBE = Other Business Enterprise. See CMD website: <http://sfgov.org/cmd> for each firm's status.



Section 2. Prime Proposer, Joint Venture Partners, Subconsultant, and Vendor Information

Provide information for each firm listed in Section 1 of this form. Firms which have previously worked on City contracts may already have a vendor number. Vendor numbers of LBE firms are located in the CMD LBE website at <http://sfgov.org/cmd>. Use additional sheets if necessary.

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____

FIRM NAME:	_____	VENDOR #:	_____
ADDRESS:	_____	FEDERAL ID #:	_____
CITY, ST, ZIP:	_____	PHONE:	_____
SERVICE:	_____	FAX:	_____



FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: _____

Owner/Authorized Representative (Print) _____

Name of Firm (Print) _____

Title and Position _____

Address, City, ZIP _____

Federal Employer Identification Number (FEIN): _____

Date: _____



FORM 4: CMD JOINT VENTURE FORM

This form must be submitted ONLY if the proposer is requesting a Joint Venture partnership with a Small and/or Micro-LBE firm for the rating bonus. The Joint Venture partners must submit a joint venture agreement and management plan with the proposal. All work must be accounted for including subconsulting work.

SECTION 1: GENERAL INFORMATION

1. Name of Contract or Project:

2. Name of all JV partners: (Check LBE if applicable)

	LBE <input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

3. Attach a copy of Joint Venture Agreement and Management plans.

4. The management plan must include the following information:

- a. Describe in detail how decisions will be made for work distribution and compliance of Small and/or Micro-LBE Joint Venture participation.
- b. Provide each Joint Venture partner's specific duties and responsibilities (include organizational chart)
- c. Identify the Location of Joint Venture Office.
- d. Provide in detail how decision will be made for work distribution to Small and /or Micro-LBE subconsultants and/or vendors.
- e. Submit copies of bank signature cards with authorized names, titles, and address/city of the bank (required after award of contract.)

5. Calculation of the Rating Bonus. See §2.02D of CMD Attachment 2 for an example.

If the joint venture partners are dividing the work according to a different formula than that described below, please contact CMD staff and describe the arrangement in detail prior to submittal of proposal.

Joint venture partners are encouraged to meet with CMD regarding their joint venture prior to submitting their proposal.

The rating bonus is awarded based on the Small and/or Micro-LBE JV partner tasks calculated as a percentage of the total JV partner tasks.

Joint Venture partners may be in different industries provided that each joint venture partner meets the minimum qualifications in the bid or proposal, and each is acting as a prime. The LBE joint venture partner must perform Prime Level Work and be CMD certified for the scope of work they are proposing to perform in order to be eligible for the rating bonus. "Prime Level Work" means any portion of work that is listed in the prime's minimum qualification section in the RFQ/RFP. Joint ventures receive rating bonuses depending upon the LBE percentage of prime level participation as set forth in Section 14B.7(F). Note that any supportive/subconsulting level work will not be counted towards the eligibility for the joint venture rating bonus.



Step 1. Calculate total JV partner tasks.

Total Contract Tasks	=	100%
Percentage of Total Work to be Performed by Subconsultants	-	%
Percentage of JV partner tasks	=	%

Step 2. Calculate Small and/or Micro-LBE JV partner tasks:

	A	B	C
Description of JV partner Scopes of Work (Specific details of work)	JV Partners' Work as a % of the total project	% of Task by Non-LBE JV Partner	% of Task by Small and/or Micro-LBE JV Partner
	%	%	%
	%	%	%
	%	%	%
	%	%	%
	%	%	%
TOTAL JV %	%	%	%

Step 3. Calculate Small and/or Micro-LBE JV partner work as a percentage of the total JV partner work for the rating bonus.

Total Small and/or Micro-LBE JV Partner %	÷	Total JV %	=	%
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JOINT VENTURE PARTNERS MUST SIGN THIS FORM

 Owner/Authorized Representative (Signature)

 Name and Title (Print)

 Firm Name

 Telephone Date

 Owner/Authorized Representative (Signature)

 Name and Title (Print)

 Firm Name

 Telephone Date

