



City & County of San Francisco
Mayor's Office of Housing and Community Development

REQUEST FOR PROPOSALS
Grants Management System

RFP# MOHCD GMS-01

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Overview

The Community Development Division of the City and County of San Francisco ("City") Mayor's Office of Housing and Community Development ("MOHCD") partners with the community to strengthen the social, physical and economic infrastructure of San Francisco's low-income neighborhoods and communities in need. In order to do so, MOHCD administers federal funds granted by the U.S. Department of Housing and Urban Development ("HUD") through the Community Development Block Grant ("CDBG") program, as well as the Emergency Shelter Grant ("ESG"), Housing Opportunities for Persons with AIDS ("HOPWA") and other local, state, and federal funding sources.

MOHCD invites Proposals from qualified firms* to provide and maintain an end-to-end web-based grants management system ("System") as a Commercial Off-The-Shelf ("COTS") solution or customized SaaS/PaaS/Cloud hosted subscription-based platform to replace its current system for at least 1,000 Users.

The System must provide MOHCD staff and potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, and Agency and User setup and administration. Services provided shall include System planning and management, including but not limited to, requirements and design, integration, testing, acceptance, deployment, data migration (if applicable), training, and maintenance. Developer and Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. See Section 2, Scope of Work for additional information.

*Each Proposer must demonstrate that it meets the Minimum Qualifications described in RFP Attachment V to be considered for evaluation.

Estimated Budget: Not to exceed \$250,000 total for System development services, as well as \$125,000 per year for licensing, maintenance and subscription System support for the term of the Agreement. Development payments will be based on satisfactory completion of agreed-upon milestones. The actual budget is subject to Proposals and contract negotiations.

Desired Start Date: October 15, 2014

Estimated Contract Term: Three-year initial term to include development and licensing/subscription with renewal options up to a total of 10 years for licensing/subscription, subject to City approval. Actual development and/or subscription contract terms may vary, depending upon service needs and/or Contractor performance at the City's sole, absolute discretion.

Local Business Enterprise Subcontracting: Due to federal funding of the contract awarded from this RFP, there is no local business enterprise ("LBE") subcontracting goal for this RFP or the contract awarded from this RFP.

Schedule**

RFP issued	05-12-14
RFP Questions Deadline (12:00 pm PT)	05-28-14
RFP Answers and Clarifications Available	06-4-14
Proposals Deadline (12:00 pm PT)	06-30-14
Interviews with short-list of Proposers	07-21-14
Intent to Award Contract Notification	08-15-14
Contract commences	10-15-14

**Each date subject to change. Check [Office of Contract Administration Bids website](#) or [MOHCD's Community Development Home Page](#) for the latest schedule.

RFP Questions and Communications

Interested parties are directed NOT to contact any employees, agents or officials of the City other than those specifically designated in this RFP and its Attachments.

E-mail questions to michael.solomon@sfgov.org by the RFP Questions Deadline.

No questions will be accepted after the RFP Questions Deadline with the exception of City vendor compliance questions, which may be directed to michael.solomon@sfgov.org.

1. Background

1.1 General terms used in this RFP

General terms used in this Request for Proposals (RFP) are defined as follow:

Agency refers to any community based organization, agency, or contractor/subcontractor registering or registered in the System to become eligible for consideration of grant awards by MOHCD

City refers to the City and County of San Francisco

Client refers to any person or business receiving (or having received) services from a Grantee or Agency funded by MOHCD

Contractor refers to any Proposer awarded contract(s) for services under this RFP

Grant RFP Tool refers to the Grant "Request for Proposals" Tool in the System that allows Agencies to submit Grantee Project proposals to MOHCD (based on MOHCD's creation and publication of Grant RFPs)

Grantee refers to any community based organization, agency, or contractor/subcontractor awarded grants by MOHCD

Grantee Project refers to that which Agencies propose, and if approved, perform under the terms of their MOHCD-awarded grant

Grantee Service refers to service provided by Grantee to Clients.

MOHCD refers to the San Francisco Mayor's Office of Housing and Community Development

PaaS refers to Platform as a Service

Project refers to the System services performed under the contract awarded from this RFP

Proposer refers to any entity submitting a Proposal to this RFP

Program refers to the Grantee Project type identified in the System (for example Public Services, Capital Projects, Economic Development, Emergency Shelter Grants, HOPWA, etc.).

SaaS refers to Software as a Service

System refers to the grants management system described in this RFP

Tool refers to a unit of the System that handles a category of tasks (i.e., negotiation, Grantee Project administration, or backend administration)

Users refers to MOHCD staff, potential and awarded Grantee staff/volunteers, and MOHCD department partners who access the System. Of the estimated 1,000 Users, 50 to 60 Users are MOHCD Users and the remaining Users are Agency Users who have a wide variety of experience in use of online tools and who will access the system in varying degrees ranging from very regularly (i.e., almost every day) to rarely (i.e., a few times per year).

1.2 Purpose of this RFP

The purpose of this RFP is to solicit Proposals from qualified Proposers to provide and maintain an end-to-end web-based grants management system (“System”) as a Commercial Off-The-Shelf (“COTS”) solution or customized SaaS/PaaS/Cloud hosted subscription-based platform to provide the functionalities described in this RFP for at least 1,000 Users.

2. Scope of Work

2.1 General Information

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.

RFP Attachment IV, Proposal Template: Each Proposer is required to use RFP Attachment IV, Proposal Template to respond to each of the following Contractor requirements and the Scope of Work.

2.2 System Requirements

The Contractor shall work with MOHCD to establish and maintain an end-to-end grants management System (“System”) that meets the grants administration and management needs of MOHCD.

The System must provide MOHCD staff and potential and awarded Grantees with the ability to initiate, manage and monitor the entire granting process, including Grantee Project proposal set-up, submission, review and negotiations, grant award, reporting and reimbursement, and Agency and User setup and administration. Services provided shall include System planning and management, including but not limited to, requirements and design, integration, testing, acceptance, deployment, data migration (if applicable), training, and maintenance. Developer and Subscription System User support Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required. Live phone support is highly preferred.

The System must include all products and services required for successful implementation, as well as System maintenance and updates over the full term of the Agreement. Services may include, but not be limited to, business process and technical assessment and recommendations, project planning, System implementation, data migration (if applicable) and troubleshooting, acceptance testing, training, and support.

The following are the minimum System requirements. Proposers may suggest additional functions as part of their Proposals as long as they are identified as such.

2.2.1 System Overview

The System must:

1. Be web-based (cross-browser and cross-platform) to include User remote login capability.
2. Provide User access through a unique login identification and authentication for each User (full Social Security number is prohibited for use by City) as part of registration process, including automated/secure password assistance/re-set protocol and prevention of duplicate User accounts.

3. Include ability to establish varying levels of User access as well as User types. Of the estimated 1,000 Users, 50 to 60 Users are MOHCD Users and the remaining Users are Agency Users who have a wide variety of experience in use of online tools and who will access the system in varying degrees ranging from very regularly (i.e., almost every day) to rarely (i.e., a few times per year).
4. Include functionality such that all data, including login information, to and from databases is encrypted and secure.
5. Include automatic timeout (auto-logout) features that can be controlled by a System administrator (i.e., how many minutes of inactivity until auto-logout).
6. Comply with federal, state, and local program requirements. For example, the System must contain fields to collect required data for each type of Program.
7. Include validation/error message features, including those for missing required data, improperly formatted data, out of range data based on input as well as calculations.
8. Accommodate custom functionality/fields based on Program and other Grantee Project factors (for example, while many standard Program fields may be the same, Economic Development Programs will require some different or additional fields and reporting functionality versus Public Service Programs versus HOPWA programs; further, Capital Project Programs will require their own workflow and special sets of fields/functionality, including task management, sub-contractor data and approvals, change order tracking and approvals, specialized budgeting, multi-year monitoring, and annual certification tracking).
9. Handle calculations of Grantee Project information such that there can be running totals of various subjects that depend on entries and actions (i.e., monthly and to-date totals of Clients served under a particular program, or monthly and to-date totals of particular goals achieved, fund and budget balances, etc.).
10. Handle annual as well as multi-year funding cycles.
11. Handle standard and customized budget reporting needs, based on Program and Grantee Project, including budget calculations and balancing.
12. Include document upload/download functionality.
13. Include the ability to easily search for any data entered into the system (i.e., Clients) and pull relevant associated data.
14. Include ability to set up auto-generated messaging and alerts based on actions, status of items, reminders, etc.
15. Prevent duplication of data entry (for example, each Agency must not be able to be registered in the system more than once; Grantees must not be able to enter duplicate Clients; etc.).
16. Include a unique identifier without the use of Social Security Numbers for each Client that can be used to perform an unduplicated Client count at various levels (Agency, Program, Grantee Service, etc.).
17. Include the ability to track Client progress and services across multiple Grant Programs and Grantees' services over multiple Grant Project years. For example, say someone is homeless, uses public service services in the first year, housing in the next year, goes through workforce development services in the same year and gets industry experience at a coffee shop, enrolls in small business workshop in years 4-5, and opens a small business in year 6 with financing assistance at different Agencies, then MOHCD must be able to view the Client's full history of services provided.
18. Include windows or "dashboards" showing customizable snapshot information for MOHCD users.
19. Track and allow Users to generate User-defined queries based on different parameters (dates, Client type, Grantee Service type, etc.) of "to-date" and "snapshot" totals of Grantee Project data, such as number of Clients served, dollar amounts requested and reimbursed, number of Grantee Services rendered or goals achieved, etc. A "to-date" total would capture all historical data; a "snapshot" total would be filtered by date

- parameters). Allow for queries to specify periods of time (i.e. clients enrolled between x date and y date).
20. Be able to track payment request status from Agency submission through actual payment.
 21. Accommodate budget setups and tracking, including budget revisions and cash advances, as well as budget calculations (i.e., remaining amounts/balances and prevention of going over budget).
 22. Include the ability for Users to add notes where appropriate.
 23. Take into account ease of navigation among tools and related information (for example, if a pending payment request is noted in a dashboard type tool, then the User should be able to click right to that payment request for review).
 24. Maintain historical setups and data.
 25. Meet up-to-date accessible website design and content standards (i.e., [Government Section 508 Standards](#) or [WCAG 2.0](#)).
 26. Include scheduled data backups (at least daily). The Contractor will be responsible for managing and documenting data restoration in a timely and accurate manner from backups with the flexibility to restore some data while retaining other data.
 27. Provide ability for MOHCD to download all data in an open non-proprietary format (i.e. XLS, SQL backup, CSV, etc.). Data must be usable by MOHCD without dependency on Contractor or other outside proprietary tools or services. A data definition table must be included, specifying the name, size and type/class of each field, as well as any specific relationship to other fields.

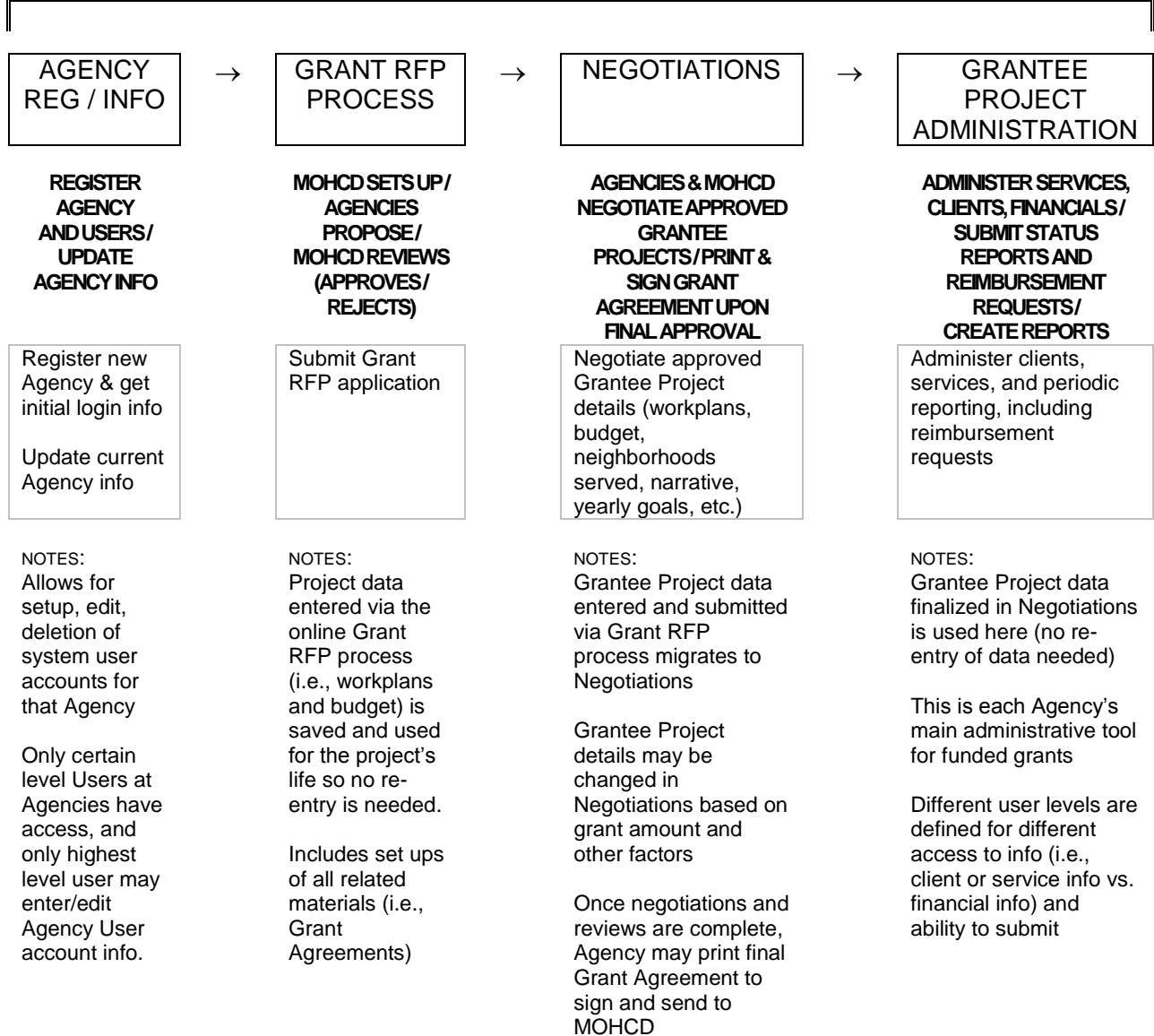
2.2.2 Grants Management Workflow (see next page)

Grants Management Workflow

(note: this workflow is high level, and exclusive of detailed requirements and is subject to change based on Business Process Review with Contractor)

MOHCD BACKEND ADMINISTRATION (spans all tools)

Agency & Agency User Information and Account Administration |
 MOHCD & MOHCD User Information and Account Administration |
 Fund & Fund Source Setups | Grant Program Setups | Grant Agreement Setups |
 Grantee Project Proposal Application Setup | Grantee Project Proposal Review |
 Negotiation Reviews, Unlocks, Uncancels | Grantee Project Setup and Administration, Including Review/Approval |
 Review/Approve Reimbursement Requests | Ongoing Grantee Project Reviews |
 Grantee Project and Budget Amendment Administration | Reports Creation



The System must include the following grants management workflow functionality, subject to business process review and improvements (each one of these may be referred to as its own “Tool” or combination of Tools):

1. New Agency Setup | Agency Info Updates | Agency User Setups/Edits

- a. Agencies enter own info as new Agencies in the System or update their own info (contact info, general info, financial info). MOHCD must be able to update certain Agency information fields (for example, Insurance coverage amounts and expiration dates).
- b. Agency Users with appropriate permissions may add/edit/delete users at their own Agency.
- c. Agency Users, depending on permissions, may view/edit Agency info.
- d. MOHCD may enter Agency Information for those Agencies that do not have grants, so they may be included in mailings and reports as needed.
- e. Agencies may upload and download documents, as required by MOHCD.

2. Grant RFP Tool Proposal Setup | Grant RFP Tool Proposal Submission | Grant RFP Tool Proposal Review

- a. MOHCD Users with appropriate permissions may set up Grant RFPs customized for project year, program(s), timeframe, and other Grant RFP factors; each Grant RFP includes question sets specific to Grant Programs, Agency information, Grantee Project contact information, budget details, workplan and neighborhoods served details. MOHCD users should have the ability to be set up an unlimited number of questions and in a variety of formats (pick list, textbox, multiple choice, etc.) per set. Multiple sets of questions should be available concurrently in a Grant RFP as multiple programs are generally included in a single Grant RFP. MOHCD must be able to run multiple Grant RFPs at the same time.
- b. MOHCD sets up Grant Agreement that coincides with the Grant RFP. MOHCD must be able to set up multiple Grant Agreements that can be active concurrently.
- c. Agency Users may enter/edit/submit Grantee Project proposal information for any active Grant RFP. If a previously submitted proposal under the same Program with the same set of questions/fields exists for the Agency, then the Agency User may import that information into the appropriate fields of the new proposal and choose to edit/update only select fields.
- d. Agency Users may also retract/cancel own Agency’s saved Grantee Project proposals while the Grant RFP is active.
- e. Agency Users may print Agency’s own saved/submitted Grantee Project proposals.
- f. MOHCD may review/print any Grantee Project proposal in system.
- g. MOHCD accepts/rejects Grantee Project proposals and sends appropriate communications (i.e., Accept or Reject form letter) to individual Agencies.

3. Negotiations (Budget, Project Details, Terms)

- a. For all accepted Grantee Project proposals, Grantee and MOHCD Users review and adjust negotiation items (workplans, budgets, neighborhoods served, project plans, etc.), and update in a back-and-forth (between Grantee and MOHCD) fashion, such that all iterations, including iteration comments, are viewable, and negotiation of an item is locked once both parties agree with no further changes.
- b. Negotiations continue until all items are agreed upon and locked.
- c. Parties have ability to abandon negotiations and, therefore, a Grantee Project, by cancelling the Grantee Project prior to completion of negotiations.

- d. Review of negotiated items by MOHCD Finance and Management (or, review and approval/reject of cancellation by MOHCD Management) with ability to “send back” to negotiation stage if anything is found to need changes.
- e. Upon full approval, Grantee or MOHCD prints Grant Agreement for signatures from Grantee, MOHCD, and the City.
- f. If a Grantee Project amendment occurs for an active Grantee Project, process for re-negotiation of negotiated items takes place (including print/sign amendment to Grant Agreement).

4. Complete Grantee Project Setup (MOHCD)

- a. View all Grantee Project details.
- b. Complete budget setups.
- c. Enter Grantee Project assessment information and any further pending Grantee Project information (i.e, environmental reviews, etc.).
- d. MOHCD Grant Coordinators submit Grantee Projects for Management review/approval, then Management reviews/approves/sends back. MOHCD Users need to be able to “unlock” fully approved Projects prior to initial submissions by Agency such that items may be edited, then the review process repeats.

5. Post Activities, Services, Client Info | Submit Grantee Project Reports and Reimbursement Requests | Post Data Required by HUD, etc.| Create Grantee Reports

- a. Grantees enter Client and Service info, if applicable. System should have a mechanism to check for potential duplicate client entry, suggest records if a duplicate is probable and ask agency to confirm that newly entered client is indeed a distinct client for their portfolio. Grantees should be able to set an “Inactive” status for Clients, as needed.
- b. Grantees “register” Clients for services, resulting in getting credit for providing services (each unique client served counts towards goals), if applicable.
- c. Grantees enter non-people or business Client information regarding services rendered, as applicable (i.e., milestones or goals attained).
- d. Grantees enter monthly (or other periodic) expenditures and submit for reimbursement, including upload of scanned invoices/receipts.
- e. Grantees enter monthly (or other periodic) reports, which may include narrative answers to set questions as well as goal, milestone, service, etc. numbers, and submit with reimbursement requests. MOHCD should be able to adjust the narrative questions as appropriate for the Grantee Program the Grantee’s efforts support. Grantees should be able to request budget revisions via the system.
- f. Grantees enter any other data required by HUD, MOHCD, etc.
- g. Grantees produce reports based on any of their own Agency past and current Grantee Project information, including the ability to format and export reports to commonly used formats, such as Microsoft Office (Word, Excel), CSV and HTML without reliance upon the Contractor.

6. Finance Administration

- a. Set up and administer Funds and Fund Sources.
- b. Enter / approve grant amounts for each Grantee Project.
- c. Set up and administer Funds/Fund Sources specific to each Grantee Project, including mixed Fund/Fund Source arrangements.
- d. Administer Budget Revisions for active Grantee Projects (system should maintain Budget Revision history).

- e. Administer City fiscal information of Grantees and Agencies.
- f. Review Grantee Project information, including history of all financial transactions.

7. Monitoring

- a. MOHCD Users review monthly (or other periodic) Grantee submissions (ongoing Grantee Project reviews and performance evaluations).
- b. MOHCD Users review and approve/deny/edit reimbursement requests.

8. Backend (MOHCD) Administration

- a. Set up/view/edit Agency accounts and information, including Users.
- b. Set up/view/edit MOHCD User information and accounts
- c. Set up Grant Programs
- d. Set up Grant RFPs customized for Grantee Project year, program(s), timeframe, and other Grant RFP factors; each Grant RFP includes question sets specific to Grant Programs, Grantee Agency information, Grantee Project contact information, budget details, workplan and neighborhoods served details.
- e. Set up Grant Agreements, customizable for each Grant RFP, Grant Program, and Grant RFP Year so that multiple templates may be active in the System at any given time.
- f. Review and administer Grantee Project proposals, including accept/reject and communications.
- g. Set up / edit Grant Programs, Activities, Budget Items, Neighborhoods, etc.
- h. Unlock locked negotiated items / un-cancel Grantee Projects in negotiation.
- i. Complete setup of Grantee Projects after negotiation final approval
- j. Administer Grantee Project and Budget Amendments.
- k. Review and approve or deny Agency reimbursement requests, including the ability to “unlock” those that have been fully approved, where appropriate.
- l. Create reports based on any Agency and past and current Project information, including the ability to format and export reports to commonly used formats, such as Microsoft Office (Word, Excel), CSV and HTML without reliance upon the Contractor.

2.2.3 Reports and User Capabilities

The System must be able to provide:

1. Standardized and automated individual/aggregate reports on Grantees to be available on demand electronically. Current examples include:
 - Grantee Program status cost reports (specific to selected month/date)
 - Grantee cost reports (specific to selected month/date)
 - Up-to-date client services reports (specific to selected month/date)
 - RFP Report (display/print selected or all Grantee Project proposals from selected Grant RFP)
2. Immediate ad-hoc grant compliance and management reports upon request.
3. Archived Grantee information for retrieval for a period of time to be set by MOHCD and that is in alignment with current statutory period and future MOHCD policy.
4. Capability for MOHCD to define and generate ad-hoc queries and reports by exporting System data into Microsoft Office (Word, Excel), CVS and HTML formats without reliance upon the Contractor.
5. Flexibility to allow Users to create, save, print, export, etc. reports based on any data in the System, as well as the ability to publish/share particular queries (i.e., for

standardized reports), and allow for queries to specify periods of time (i.e. clients enrolled between x date and y date). For such queries allow Users to run reports that are "to-date" as well as "snapshot" totals of Grantee Project data, such as number of Clients served, dollar amounts requested and reimbursed, number of Grantee Services rendered or goals achieved, etc. A "to-date" total would capture all historical data; a "snapshot" total would be filtered by date parameters.

6. Ability for properly formatted data to be uploaded by Users as opposed to having to input items one-by-one (i.e., many Grantees have their own databases and should be able to upload into the new System instead of having to re-enter information as long as their field parameters match those of the System).
7. Ability for Users to share data (import/export) to/from other third party systems that allow the same through, for example, custom APIs.
8. Ability for MOHCD Users to view Agency and Grantee information, as well as generate reports regarding Grantee Projects and compliance required by the conditions of their grants.
9. Capacity to automate the reception and dissemination of information via email or other electronic means to Grantees as individuals or groups by MOHCD Users based on particular actions, due dates, etc.
10. Ability to save Grantee information and messages and provide MOHCD with updated information received from Grantees in real time.
11. Ability for Users to send individual and group messages to Agencies, Grantees and other categories of Users.

2.2.4 Customer Service

Customer service requirements include, but are not limited to:

1. For the subscription based System, access to a toll-free (within the United States) help line for all Users with technical assistance and support available to Users Monday through Friday, 8am – 6pm Pacific Time (as a minimum window of availability). Live phone support is highly preferred, in addition to email and website (i.e, ticketing system) support.
2. Instructional materials for all Users on how to access and use the System.
3. A user-friendly interface, including on-screen explanations, prompts, tips, and Frequently Asked Questions to maximize User self-service capabilities.
4. Developer support to MOHCD Users Monday through Friday, 8am - 6pm Pacific Time (as a minimum window of availability) is required.
5. Protocol for help desk requests.
6. An online tracking system that is available to MOHCD for entering and viewing status of support tickets.
7. Protocol for MOHCD-authorized System modifications, corrections, patches or updates, including MOHCD's receipt of 30-day advance communications, documentation, and training prior to implementation of planned System changes/updates.
8. Protocol for host System modifications, corrections, patches or updates, including MOHCD's receipt of 30-day advance communications, documentation, and training prior to implementation of planned System changes/updates (30-day notice is flexible under appropriate circumstances, such as emergency system fixes).
9. Protocol for System down notification, including on nights, weekends and holidays.
10. Protocol for business continuity and/or disaster recovery in the event of any emergency or natural disaster.
11. Protocol for detecting and combating potential system breaches as well as protocol for notification to users and/or affected system clients and remedies should a breach occur.

2.2.5 Technical Training

Contractor shall provide:

1. Training in the use of the System MOHCD Users.
2. Instructions to MOHCD to access and navigate the System, enroll Agencies and Grantees, modify information, generate letters and reports, and close Grantees from the System.
3. Training on System customer service procedures and any other issues affecting the monitoring of and partnership with Agencies and Grantees.
4. Training manuals to Users; such manuals shall be available in electronic form and shall become the property of the City.
5. Training that will be pre-scheduled and held at the convenience of MOHCD at a facility determined by MOHCD.
6. Additional and remedial training as needed by MOHCD when the System changes during the term of the contract.

2.2.6 Implementation and Customization Requirements

1. Pre-Implementation Deliverables - MOHCD is requiring pre-implementation deliverables to validate Project expectations, issues and approach.

- a. Project Assessment Deliverable

Following contract award, the Contractor shall assess MOHCD's grants management business processes and technical environment to provide written findings and recommendations, including (1) streamlining or improving current processes and (2) data and data field assessment and upload/transfer (if applicable) from the current system, for MOHCD team review and approval. The Project Assessment shall inform the Project Plan.

- b. Project Plan Deliverables

(1) Draft of Project Plan for MOHCD team review and approval that specifies the expectations, tasks and deliverables, and timeline for the Project, including, but not limited to:

- Project Roles and Responsibilities
- Project Timeline describing milestones and deliverables over term of Agreement. Implementation deliverables may be phased such that Tools are developed and implemented in the order needed (for example, Agency/User Registration, followed by Grantee Project Proposal Requests and Submission / Review, followed by Negotiation, followed by Grantee Administration / Reporting / Reimbursement Requests), along with accompanying Backend Administration Tools.
- Project Communications with MOHCD team and stakeholders
- Project Costs
- System Requirements and Design Document to include hardware/software procurement recommendations, if any

- Acceptance Testing and Quality Assurance Plans, including integration testing, System/stress testing and security testing
- Support Plan, including maintenance plan and issue tracking and resolution protocol
- User Change Management and Training Plan
- Disaster Recovery Plan
- Protocol for transfer of records and reports back to MOHCD if MOHCD decides to discontinue Contractor's services

(2) Final Project Plan incorporating MOHCD feedback from Draft Project Plan for MOHCD review and approval

Following the MOHCD's approval of the Final Project Plan, the Contractor shall implement the plan that incorporates the requirements described in this RFP and the following Contractor responsibilities.

2. System Design

The Contractor shall plan and design:

- a. All professional services required to implement the System based on business requirements provided in this RFP.
- b. All technical environments required to implement and host the System.

Based on this design, the Contractor shall ensure the required technical environments to host the System via SaaS/PaaS/Cloud System are procured and deployed for a secure, stable, and effectively implemented System.

3. Installation, Configuration and Setup

The Contractor shall provide all professional services required for installing, configuring, and setup of the System based on the requirements provided in this RFP, including consultation and professional services required for successful transition from current system to new System, if applicable.

4. Custom Enhancements

The Contractor shall provide:

- a. Alternate business process recommendations in lieu of custom enhancements as much as possible.
- b. Justification documentation for any custom enhancement requirements for MOHCD review and approval.

5. Data Migration and Conversion

The Contractor may be asked to provide:

- a. Conversion and migration of all data from the existing MOHCD applications into the new System.

- b. A plan to handle migration of Grantee Projects that run beyond the end of the fiscal year (while most Grantee Projects end with the end of the fiscal year and can be closed in the current system, a few will run longer and may need to be transitioned into the new system).
- c. Transformation and loading of data into the new System, if applicable.
- d. Testing and validation of data extracted.
- e. Configuration of a single source repository for all recorded documents that complies with MOHCD retention policies
- f. A plan of action to handle discrepancies, where applicable.
- g. The costs of any data migration or conversion services requested by MOHCD.

6. Environment Setup and Configuration

The Contractor shall provide:

- a. Installation, setup and configuration of the production environment
- b. Installation, setup, and configuration of required test environments
- c. Installation, setup, and configuration of required training environments

7. Testing

The Contractor shall provide:

- a. All professional services required to test the System. This includes unit testing, System testing, integration testing, stress and volume testing, performance testing, load testing and disaster recovery testing.
- b. All test plans, test scenarios/procedures and test data required to fully test the System. MOHCD will provide resources to assist in extracting data from existing systems to support the generation of test data.
- c. Support to MOHCD during the User Acceptance test periods.

8. Training and Knowledge Transfer

The Contractor shall:

- a. Provide onsite or remote services to train MOHCD staff members in the usage of the System.
- b. Train the MOHCD team on the tasks expected to be performed by MOHCD for the System.
- c. Update and maintain all training materials to reflect the current version of the MOHCD's System, including any custom enhancements.

Proposers must specify the content and number of hours/days that will be dedicated to each of the training areas. Proposers must also specify their plan for ongoing and refresher training after System implementation. Ongoing and refresher training may be web-based, computer-based, or on-site. Contractors must provide all training materials as well as specify and coordinate set-up of equipment required for on-site training with the MOHCD team.

9. System Documentation

The Contractor shall update and maintain all training materials to reflect the current version of the System, including all third party software and utilities for the contract period.

The Contractor shall provide:

- a. Technical publications relating to the use of the licensed software, such as reference, installation, administrative and programmer manuals, including information to enable the MOHCD team to perform all daily, monthly, quarterly and annual administrative tasks
- b. Online and electronic user manuals for each application that are easy to navigate, written in lay user terms, and include screen illustrations and data entry requirements.
- c. Updates to online and electronic training materials and user guides for all new and future Contractor-developed releases of the software, patches, interfaces or enhancements.

10. System Deployment

The Contractor shall provide all professional services to complete deployment during the period of performance of the Agreement, including a mutually agreed-upon post implementation stabilization period and release management during the Project work period.

The Contractor shall:

- a. Build software releases in either Contractor- or SaaS/PaaS/Cloud-hosted software environments.
- b. Extract required data from existing sources.
- c. Provide the professional services required to transform and load the required data into the System, if applicable.

11. System Support and Warranty Period

The Contractor shall provide:

- a. A maintenance and support plan or Service Level Agreement detailing how it will support the System in accordance with the requirements stated in this RFP.
- b. Ongoing support for the System and any justified and integrated custom enhancements.
- c. A development warranty period covering full implementation plus one year.
- d. Annual license maintenance and support as mutually determined with MOHCD.

2.3 Confidentiality, Privacy and System Security

Confidential information will be shared by the City with the Contractor and, if used, SaaS/PaaS/Cloud Host, as well as collected by the Contractor and, if used, SaaS/PaaS/Cloud Host on the City's behalf.

The Contractor and, if used, SaaS/PaaS/Cloud Host, shall:

- A. Take all appropriate measures to ensure the confidentiality of City records and other information as may be subject to privilege, insofar as is required and permitted by applicable law and accepted standards of ethical practice.
- B. Ensure that transmitted personal information (i.e., account information) is industry-standard SSL-encrypted and password-protected.
- C. Meet all federal, state, and local privacy laws and regulations, including, but not limited to, data collection and storage, such as the Health Insurance Portability and Accountability Act (HIPAA) and the California Information Practices Act
- D. Have privacy policies in place such that no user information will be sold, leased, rented, or in any way provided to other parties, except: if required by law; if necessary to perform processing based on use of the System; if explicit permission is granted by the User; or if it is necessary to address fraud, security, or technical issues.
- E. Be responsible for properly establishing security for City's data entered into the System during test and implementation phases, and for ensuring that such security is conformant, or compliant with, applicable local, California or Federal Department of Justice standards, such as California Law Enforcement Telecommunication System (CLETS) and Code 28 of Federal Regulation (C.F.R.) Part 23 and the requirements of Health Insurance Portability and Accountability Act (HIPAA) regarding medical or health history data security.

2.4 System Outcomes

The System must support MOHCD's mission to partner with the community to strengthen the social, physical and economic infrastructure of San Francisco's low-income neighborhoods and communities in need through:

- A. A well-planned and executed System to effectively and efficiently manage Grantee Project proposal requests, applications, evaluation, negotiations, awards, and reporting.
- B. A high level of user satisfaction with development and subscription customer service support and resolution of System issues.
- C. A high level of user satisfaction with training availability, methods, and documentation.
- D. A high level of user satisfaction with the ease and flexibility of System use, including System reporting capabilities and System updates.

2.5 As-Needed Services

Subject to the City's approval, the contract awarded under this RFP may be amended in accordance with City requirements to include City-requested as-needed assistance from the Contractor that is related to the services described in this RFP. The scope and budget of as-needed services will be negotiated.

2.6 Firm Fixed Price

The City plans to negotiate a firm fixed price.

2.7 Extendibility of Procurement_Justification

This RFP procurement process, and the proposals received as a result of it, may be used to justify contract funding decisions for other similar services and/or other funding that becomes available through MOHCD or OEWD.

3. Proposal Submission Requirements

3.1 Time and Place for Submission of Proposals

Proposals and all related materials must be received by MOHCD by **12:00 pm PT on Monday, June 30, 2014**. Proposals may be mailed or hand delivered to:

*Michael J. Solomon
Mayor's Office of Housing and Community Development
1 South Van Ness Ave, 5th Flr
San Francisco, CA 94103*

Postmarks will not be considered in judging the timeliness of submissions. Proposals submitted by e-mail or fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or delivery service failure. Note that Proposers hand-delivering Proposals may be required to open and make packages accessible for examination by security staff.

3.2 Proposal Package

The following items must be included in your Proposal and packaged in a box or envelope clearly marked **RFP#MOHCD GMS-01 Grants Management System**.

Complete, but concise Proposals, 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 RFP. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled. All documents must be submitted on recycled paper (30% or higher) and must be printed on double-sided pages (San Francisco Environment Code Sec. 506 (h)).

A. Original printed Proposal (with original signatures) labeled as "Original"

RFP Attachment I Acknowledgement of RFP Terms and Conditions
RFP Attachment II Contract Monitoring Division Local Business Enterprise (LBE) Forms
RFP Attachment III City's Administrative Requirements
RFP Attachment IV City's Agreement Terms and Conditions
RFP Attachment V Proposal Template

B. One (1) CD-ROM or flash drive containing entire contents of Proposal Package, including all Attachments. The CD-ROM and each of the electronic files on the CD-ROM must be labeled with the Proposer's name and RFP#MOHCD GMS-01. All files must be submitted in unprotected PDF or Microsoft Word format.

C. Six (6) complete printed copies of RFP Attachment V, including any sample reports or other attachments. Proposers are advised to review RFP Attachments I through IV before beginning work on RFP Attachment V to ensure they can meet the City's requirements.

4. Evaluation Criteria

This section describes the guidelines used for analyzing and evaluating the Proposals. It is the City's intent to select Proposers for contracts negotiations that will provide the best overall service package to the City. Proposers selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the City's right to solicit contracts for similar or identical services.

4.1 Evaluation Team

City appointed panelists will serve as the Evaluation Team responsible for evaluating Proposers. Specifically, the team will be responsible for the evaluation and rating of Proposals and interviews.

4.2 Minimum Qualifications

Any Proposal that does not demonstrate that the Proposer meets these Minimum Qualifications by the Proposals Deadline will be issued a notice of non-responsiveness and will not be evaluated or eligible for contract award under this RFP.

To be deemed eligible for Proposal evaluation, each Proposer is required to:

- A. **RFP ATTACHMENTS:** Complete the requirements and submit the forms described in RFP Attachments I, II, III, IV, and V as part of its Proposal.
- B. **QUALIFICATIONS:** Submit two Prior Project Descriptions in accordance with RFP Attachment V, Section B and demonstrate in those descriptions that Proposer has met **each and all of the following experience requirements:**

Experience with scope of Project described in this RFP with comparable agencies:

- ✓ Proposer must have experience developing and maintaining end-to-end (from development through successful launch and acceptance by government or nonprofit agency client) customized, hosted web-based systems utilizing the same software or platform proposed under this RFP for at least two (2) government or nonprofit agencies with over 50 users in the United States other than MOHCD.

Experience is current:

- ✓ Both Prior Project experiences occurred within five (5) years of the date of this RFP

Experience of Key Personnel:

- ✓ The proposed Project Manager/Lead Developer (or other title for the role directly responsible for serving as the MOHCD point of contact managing project resources, budget, timeline, deliverables and completion), as verified in the Proposer's Project Staffing Structure and/or Project Staff Qualifications, is the same Project Manager/Lead Developer or agency point of contact on at least one of the Proposer's two submitted Prior Project Descriptions.
- ✓ The Lead Developer named in the Project Staffing Structure AND Project Staff Qualifications must submit proof of current, active certification in the software or platform proposed under this RFP.
- ✓ If proposing a partnership, each of the partners must be listed in both Prior Project Descriptions.

4.3 Proposal Evaluation Criteria (100 points)

Proposals that have been deemed to have met the Minimum Qualifications above will be evaluated in accordance with the criteria below.

4.3.1 Firm and Project Staff Qualifications – 20 points

- a) Proposer's Firm History and Structure
- b) Proposer's Background and Experience in developing and maintaining end-to-end (from development through successful launch and acceptance by government or nonprofit agency client) customized, hosted web-based systems utilizing the same software or platform proposed under this RFP (may also be verified by Prior Project Descriptions)
- c) If proposing a partnering arrangement, Proposer's Background and Experience working with proposed Partners.
- d) Project Staffing Structure (Proposed Staff Organization Chart)
- e) Project Staff Qualifications

4.3.2 Project Approach – 80 points

- a) Ability to meet requirements outlined in RFP Section 2, Scope of Work (60 points)
 - ✓ System Overview (RFP Section 2.2.1)
 - ✓ Grants Management Workflow (RFP Section 2.2.2)
 - ✓ Reports and User Capabilities (RFP Section 2.2.3)
 - ✓ Customer Service (RFP Section 2.2.4)
 - ✓ Technical Training (RFP Section 2.2.5)
 - ✓ Data Migration and Conversion (2.2.6 #5)
 - ✓ Confidentiality, Privacy and System Security (RFP Section 2.3)
- b) Implementation and Project Management Approach (20 points)
 - ✓ Implementation and customization approach and timeline (RFP Section 2.2.6)
 - ✓ Ability to turnaround development to production deployment of new applications quickly
 - ✓ Direction and review of work, including coordination of resources
 - ✓ Ability to provide real-time System information status updates, notifications, collaboration and communications with or to Users
 - ✓ Level of user-friendly design to increase in-house self-service capabilities and flexibility (decrease reliance on developers or technical expertise) to maintain and update System functionality
 - ✓ Other competitive differences

4.4 Contractor Selection Processes

Following evaluation of the written Proposals, the City may elect to invite up to three (3) of the highest scoring Proposers to interviews with the Evaluation Team. In order to be eligible for an interview, Proposers must score at or above 70 points of the 100 possible points for their written Proposals.

4.4.1 Selection Interviews/Demonstrations

Selection interviews/demonstrations will be worth 100 points and consist of both general questions to Proposers, as well as a set of Proposer-specific questions regarding firm/staff qualifications and Project approach (all Proposers will receive the same number of questions to be weighted the same). Points awarded for interviews will be tabulated separately from the points awarded for evaluation of written Proposals. If the City elects to conduct interviews, interview scores will be the sole determinant for ranking the interviewed Proposers. The

Proposer with the highest interview score, therefore, will be issued an “Intent to Award Contract” notification.

Each Proposer should ensure that its Key Personnel and lead staff of proposed subcontractors to be assigned to the Project attend interviews/demonstrations. Key Personnel must include the proposed Project Manager or the proposed point of contact responsible for managing project resources, budget, timeline, deliverables and completion.

The City has sole and absolute discretion over whether interviews/demonstrations will be conducted or whether ranking and selection will be based solely on the evaluation of written Proposals.

4.4.2 Reference Checks

Reference checks may be used to confirm Proposers' experience, including relevancy of Prior Projects to the services the City is requesting and the quality of services and staffing provided to prior government and nonprofit agency clients such as adherence to schedules/budgets, problem-solving, project management, and communication abilities, and quality of deliverables and outcomes. Please see Attachment I, Section 14, Release of Liability.

4.4.3 Other Terms and Conditions

Based on interview/demonstration scores, the City will select the Proposer who receives the highest score to commence contract negotiations with MOHCD. 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.

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

If the selected Proposer fails to deliver the goods, services, or deliverables within the negotiated contracts and the negotiated contracts timeline or if the selected Proposer fails to meet the City's acceptance criteria stated in the negotiated contracts during the initial term of the contracts, the City reserves the right to terminate the contract(s) and begin contract negotiations with and award a new contract to the next highest scoring Proposer without initiating a new solicitation process.

5. Protest Procedures

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

5.1 Protest of Non-Responsiveness Determination

Within five (5) business days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a Proposal and believes that the City has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5th) business day (by 5:00 pm PT) 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.

5.2 Protest of Contract Award

Within five (5) business days of the City's issuance of a notice of intent to award contract(s) under this RFP, any Proposer that has submitted a responsive Proposal and believes that the City has incorrectly selected another Proposer for award may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5th) business day (by 5:00 pm PT) after the City's issuance of the notice of intent to award a contract(s).

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or 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.

5.3 Delivery of Protests

All protests must be received by the due date by 5:00 pm PT. Protests **MUST** be submitted by e-mail addressed to michael.solomon@sfgov.org. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

RFP ATTACHMENT I: ACKNOWLEDGEMENT OF RFP TERMS AND CONDITIONS

HOW TO RESPOND TO THIS ATTACHMENT

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

1. **PROPOSER AUTHORIZATION:** The signatories are authorized by the Proposer to make representations for the Proposer and to obligate the Proposer to perform the commitments contained in its Proposal.
2. **PROPOSER SELECTION:** Based on Proposals received to this Request for Proposals (“RFP”), it is the intent of the City and County of San Francisco and its departments (also referred to as “the City”) to select the highest scoring and most responsive Proposer or Proposers for contract negotiations. This RFP 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 Proposals received are inadequate to satisfy its needs.

If the selected Proposer(s) fails to deliver the goods, services, or deliverables in accordance with the negotiated contract (including, but not limited to the contract timeline) or if the selected Proposer(s) fails to meet the City’s acceptance criteria stated in the negotiated contract during the initial term of the contract, the City reserves the right to terminate the contract and begin contract negotiations with and award a new contract to the next highest scoring Proposer(s) without initiating a new solicitation process.

3. **CONTRACT NEGOTIATIONS:** The City will select the highest scoring Proposer(s) with whom the City’s staff will commence contract negotiations. If a satisfactory contract cannot be negotiated in a reasonable time or for a reasonable price with the selected Proposer(s), then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with next highest scoring Proposer(s). 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.

4. **NO GUARANTEE OF WORK OR COMPENSATION:** There is no guarantee of a minimal amount of work or compensation for any of the Proposers selected for contract negotiations.

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

6. **STAFFING:** The key individuals listed and identified in the Proposal will be performing the work and will not be substituted with other personnel or reassigned to another project by the Proposer/Contractor without the City’s prior written 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 RFP. Such approval by the City will not be unreasonably withheld. If selected for interviews, the Proposer’s Key Personnel, including partner/subcontractor representatives, may be required to meet with the City prior to selection for contract negotiations.

7. **LEAD ROLE:** The selected Proposer(s) will be expected to take the lead role in project management and staff/subcontractor coordination. Proposals should factor this assumption into pricing.

8. **CONTRACT MONITORING DIVISION LOCAL BUSINESS ENTERPRISE (“LBE”) SUBCONTRACTING REQUIREMENT:** see *RFP Attachment II*.

There is no LBE subcontracting requirement for the total value of goods and services provided under this RFP and resulting contracts.

RFP ATTACHMENT I: ACKNOWLEDGEMENT OF RFP TERMS AND CONDITIONS

9. **CITY'S APPROVAL RIGHTS OVER SUBCONTRACTORS AND SUBCONTRACTOR PAYMENTS:** The City has approval rights over the use of all subcontractors. Proposers must identify all subcontractors in their Proposals and these subcontractors must conform to all City policies regarding subcontractors. Any changes to subcontractors after contract award must be reported to the City in accordance with [Section 34] of the City's standard terms and conditions (see RFP Attachment IV). Furthermore, each Proposer understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Proposer accepts responsibility for full and prompt payment to the third party. Any dispute between the Proposer and the third party, including any payment dispute, will be promptly remedied by the Proposer. Failure to promptly remedy or to make prompt payment to a third party (subcontractor) may result in the withholding of funds from the Proposer 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 *RFP Attachment III*. Proposer 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 RFP Attachment III, namely IRS Form Declaration, Business Tax Declaration, Nondiscrimination in Contracts and Benefits Declaration, Minimum Compensation Ordinance Declaration, Health Care Accountability Ordinance Declaration, First Source Hiring Program Declaration and Insurance Requirements.
12. **THE CITY'S TERMS AND CONDITIONS:** see *RFP Attachment IV*. Proposers selected for contract negotiations will be required to enter into such contract(s) substantially in the form of the City and County of San Francisco standard agreement ("Agreement"). Proposer is willing and able to meet all of the City's terms and conditions as stated in the Agreement. Proposers wishing to negotiate modification of other terms and conditions may do so during the contract negotiation period. Failure to timely execute the contract, or to furnish any and all certificates, 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 for contract negotiations.
13. **TERM OF WORK EFFORT ESTIMATE:** Submission of a Proposal signifies that the proposed services are valid for 2 years from the City's notice of intent to award a contract from this RFP and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.
14. **RELEASE OF LIABILITY:** The Proposer hereby releases all individuals, entities and firms from all claims and losses that may arise from said individuals, entities or firms providing information, comments, or conclusions to inquiries that the City and County of San Francisco may make regarding the qualifications of any individual or firm seeking to be selected as a contractor or subcontractor in connection with this RFP. This release is freely given and will be applicable whether or not the Proposals by said individuals, entities or firms are accurate or not, or made willfully or negligently.
15. **FINANCIAL RESPONSIBILITY FOR PROPOSAL COSTS:** The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Proposals and all Proposal materials will become the property of the City and may be used by the City in any way deemed appropriate.
16. **CONTRACT TIMELINE:** Actual contract periods may vary, depending upon service and project needs. Any Proposer selected for a contract must be available to commence work no later than any estimated start date stated in the RFP, if applicable. It will be the responsibility of any Proposer 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.
17. **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 more than ten (10) calendar days after the RFP is issued, provide written notice to the City setting forth with specificity the grounds for the objection. The

RFP ATTACHMENT I: ACKNOWLEDGEMENT OF RFP TERMS AND CONDITIONS

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 RFP:** All information requested in this RFP must be supplied. Proposers may clearly identify any exceptions to the RFP 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 Proposal. Proposers may also provide supplemental information, if necessary, to assist the City in analyzing Proposals.

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

20. **INQUIRIES AND COMMUNICATIONS REGARDING RFP:** Inquiries regarding the RFP and all communications including notifications related to, exceptions or objections to, or of an intent to request written modification or clarification of, the RFP must be e-mailed to Michael.Solomon@sfgov.org.

Interested parties, whether Proposers or potential Proposers, including affiliated partners or subcontractors, are prohibited from contacting any employees or officials of the City other than those specifically designated in this RFP and its Attachments prior to contract award. This prohibition extends until the date when contract award is approved by the City.

Unauthorized contact may be cause for rejection of Proposals at the City's sole and absolute discretion.

Additionally, Proposers will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any City staff member from the date the RFP is issued to the date when the contract award is approved by the City.

All lobbyists or any agents representing the interests of Proposers shall also be subject to the same prohibitions.

21. **CHANGE NOTICES:** The City may modify the RFP, prior to the Proposal due date, by issuing written addenda. Addenda will be posted on the 'Bids and Contracts Database' section of the City's Office of Contract Administration website at <http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx>. The City will make reasonable efforts to post notification of modifications in a timely manner. Notwithstanding this provision, the Proposer shall be responsible for ensuring that its Proposal reflects any and all addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted. Therefore, the City recommends that the Proposer check the OCA website before submitting its Proposal to determine if the Proposer is aware of all addenda.

22. **REVISION OF PROPOSAL:** Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before the Proposal due date.

23. **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 contractors under state and local conflict of interest laws. If so, such individuals will be required

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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 Proposer that the City has selected the Proposer.

PROPOSERS ARE STRONGLY ADVISED TO CONSULT WITH THEIR LEGAL COUNSEL REGARDING THEIR ELIGIBILITY TO SUBMIT A PROPOSAL FOR THIS RFP OR SUBSEQUENT RFQS/RFPS.

24. 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: (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 Proposals 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, Proposers 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 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

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covered by this paragraph will be made available to the public upon request. Proposer understands that any writing presented under this RFP may be subject to public disclosure.

26. **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 Proposers 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 submission shall be grounds for rejection of the Proposal and/or termination of any subsequent Agreement reached on the basis of the Proposal.

27. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** Proposer certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
- B. Have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (27) B. of this RFP Attachment I; and
- D. Have not within a three-year period preceding the date of this Proposal had one or more public contracts (federal, state, or local) terminated for cause or default.

28. **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:

- A. Waive or correct any defect or informality in any Proposal, response, or Proposal procedure;
- B. Reject any or all Proposals;
- C. Reissue a Request for Qualifications or Request for Proposals;
- D. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting Proposals, 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;
- E. Procure any materials, equipment or services specified in this RFP by any other means; or
- F. Determine that no contract will be pursued.

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

30. **CERTIFICATION:** Each Proposer hereby certifies that it has carefully examined this RFP and documents attached hereto for terms, conditions, specifications, covenants, requirements, services, etc.; and the Proposer certifies that it understands the services requested, that the Proposer has knowledge and expertise to provide the proposed services submitted for consideration, and that its Proposal is based upon the terms, conditions, specifications, services, and requirements of this RFP and attachments. By its

**RFP ATTACHMENT I: ACKNOWLEDGEMENT OF
RFP TERMS AND CONDITIONS**

signature on this Attachment, the Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all Proposals for the purchase will result from free, open and competitive proposing among all vendors, in compliance with the City's laws.

Where the Proposer executing this RFP Attachment I is unable to certify any of the statements herein, such Proposer shall attach a detailed explanation of facts that prevent such certification.

This RFP Attachment I and the certifications contained herein are material representations on fact relied upon by the City and County of San Francisco.

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

EACH PROPOSER, AS PART OF ITS PROPOSAL, MUST SUBMIT THIS DOCUMENT SIGNED BY A REPRESENTATIVE(S) AUTHORIZED BY THE PROPOSER TO MAKE REPRESENTATIONS FOR THE PROPOSER AND TO OBLIGATE THE PROPOSER TO PERFORM THE COMMITMENTS CONTAINED IN ITS PROPOSAL.

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

RFP ATTACHMENT II: Contract Monitoring Division Local Business Enterprise (LBE) Forms

Contract Monitoring Division (“CMD”) Contact

If you have any questions concerning the CMD Forms and to ensure that your proposal/response is not rejected for failing to comply with these requirements, please contact **Boris Delepine, MOHCD’s Contract Compliance Officer** at (415) 554-7554 or by e-mail at **Boris.Delepine@sfgov.org**.

HOW TO RESPOND TO THIS ATTACHMENT

Each solicitation process requires a **new submittal of CMD Attachment 2 forms** at the following link:

<http://sfgsa.org/modules/showdocument.aspx?documentid=10460>

There is no LBE subcontracting **goal** for this RFP or resulting contract(s).

Please submit **Forms 2A, 3 and 5** (and Form 4 if Joint Venture proposal/response) in a sealed envelope marked “CMD Forms” with your Proposal/response Package. The forms should be part of the “Original” of your proposal/response (your proposal/response copies do not need to include these forms). The forms should have original signatures.

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

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

LBE Participation and Rating Bonuses

The City strongly encourages proposals/responses 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 project for any Proposers/Respondents 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 an LBE; 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%;
- (4) A 10% bonus to a certified non-profit entity; or
- (5) A 2.0% rating bonus will be applied to any proposal/response from an SBA-LBE, except that the 2.0% rating bonus shall not be applied at any state if it would adversely affect a Small or Micro-LBE Proposer/Respondent or a joint venture with LBE participation.

RFP ATTACHMENT II: Contract Monitoring Division Local Business Enterprise (LBE) Forms

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/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. 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 project 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.

RFP ATTACHMENT III: City's Administrative Requirements

FORMS AND REQUIREMENTS

Vendor Profile Package Website:

<http://sfgsa.org/index.aspx?page=376>

- A. **Vendor Profile Application** – establishes basic vendor information

<http://sfgsa.org/modules/showdocument.aspx?documentid=8291>

Vendor Profile Application Instructions and Commodity Codes for reference in filling out Application are available on Vendor Profile Package Website

<http://sfgsa.org/index.aspx?page=376>

- B. **IRS Form W-9** – Establishes federal and state tax status

Link is available on Vendor Profile Package Website.

Or use direct link to IRS website: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

- C. **Business Tax Declaration** – Establishes San Francisco business tax status

<http://sfgsa.org/Modules/ShowDocument.aspx?documentid=814> (Word)

<http://sfgsa.org/Modules/ShowDocument.aspx?documentid=816> (PDF)

Note that based on how this declaration is filled out, firm may be required to additionally register for a business tax certificate and pay business taxes. See instructions on the Declaration form. If your company must register, download and complete a business registration form available at this website to obtain a Business Registration Certificate

<http://www.sftreasurer.org/index.aspx?page=22>

- D. **CMD Form 12B-101 (Declaration: Nondiscrimination in Contracts and Benefits)** – Establishes determination of how firm provides benefits to employees with spouses and to employees with domestic partners.

See http://sf-hrc.org/sites/sf-hrc.org/files/migrated/FileCenter/Documents/LBE_EBO/EBO/12B_101_Fillable.pdf.

http://sf-hrc.org/sites/sf-hrc.org/files/migrated/FileCenter/Documents/LBE_EBO/EBO/12B_101_Fillable.pdf.

Note that this form and documentation of benefits should be discussed directly with the Contract Monitoring Division, as the determining authority. Please contact the Contract Monitoring Division at 415-252-2500 for assistance.

- E. **Minimum Compensation Ordinance Declaration** –Established Minimum Compensation Ordinance requirements. 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. See <http://sfgsa.org/modules/showdocument.aspx?documentid=7581>

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.

RFP ATTACHMENT III: City's Administrative Requirements

More information: <http://sfgsa.org/index.aspx?page=403>

- F. **Health Care Accountability Ordinance Declaration** –Establishes Health Care Accountability Ordinance requirements.

<http://sfgsa.org/Modules/ShowDocument.aspx?documentid=8042>

More information: <http://sfgsa.org/index.aspx?page=407>

- G. **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/businessservices/index.php?option=com_content&view=article&id=80&Itemid=85 and from the First Source Hiring Administrator, (415) 401-4960.

- H. **Insurance**

Fulfillment of the City's insurance requirements is **not required as part of your proposal/response**. However, fulfillment prior to contract award is required.

The City must be added to a contractor's General Liability and Auto Liability policies as an additional insured. The City needs a formal endorsement showing that the primary insured's policies have been amended to specifically add "the City and County of San Francisco, its officers, agents and employees" as an additional insured. The General and Auto Liability policy number(s) should appear on the endorsement. Professional Liability insurance may also be required.

See Insurance sample document for more information

http://mission.sfgov.org/DOCUMENT_CENTER_DOCUMENTS/DC2816.pdf