

City and County of San Francisco
Sourcing Event ID 0000008392

Request for Proposals for
Alemany Farmers' Market – Food Assistance Programs –
Fiscal Sponsor/Fiduciary Management Assistance Services

This Solicitation can be viewed on the City's Supplier Portal at: <https://sfcitypartner.sfgov.org/pages/index.aspx>

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Proposal Phase	Tentative Date
Request for Proposals Issued	June 16th, 2023
Pre-Proposal Conference	June 30th, 2023 25 Van Ness, Suite 610 S.F., CA 94102 10:00 a.m.
Written Questions Due Date	July 10th, 2023
Proposal Due Date	August 7th, 2023
Notice of Intent to Award	August 30th, 2023
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Claudia J. Gorham Deputy Managing Director Real Estate Division 25 Van Ness, Suite 400, San Francisco, CA 94102 415.554.9850 Email: realestateadmin@sfgov.org

Attachments

- Attachment 1: Proposer Questionnaire and References
- Attachment 2: Omitted (CMD LBE Forms)
- Attachment 3: Written Proposal Template
- Attachment 4: Price Proposal Template
- Attachment 5: Omitted (HCAO and MCO Declaration Forms)
- Attachment 6: First Source Hiring Form
- Attachment 7: Draft – City Agreement
- Attachment 8: Appendix A Scope of Services including Food Assistance Program Procedures and Policies

MANDATORY MINIMUM QUALIFICATION DOCUMENTATION DUE WITH EACH PROPOSAL

PROPOSERS MUST SUBMIT WITH THEIR PROPOSAL DOCUMENTS IN SUPPORT OF EACH MINIMUM QUALIFICATION LISTED BELOW. A PROPOSAL THAT FAILS TO PROVIDE THE FOLLOWING DOCUMENTATION WILL NOT BE ELIGIBLE FOR FURTHER CONSIDERATION.

MQ #	Description
MQ 1	Proposal Due Date
MQ 2	Completed Attachment 1, Proposer Questionnaire and References
MQ 3	Proposer's Written Proposal
MQ 4	Proposer's Price Proposal
MQ 5	Submit proof of the following: Must have at three years of experience providing similar services.
MQ 6	Submit proof of the following: Licensed and certified to conduct business in the State of California pursuant to §10000-10035 of the Business and Professions Code and, if selected, respondent must maintain that license in good standing for no less than five (5) years.
MQ 7	Submit proof of nonprofit organization status – 501(c)(3) and/or equivalent.

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I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the Real Estate Division of the City Administrator’s Office (hereinafter, “RED” or “City”). RED is seeking qualified non-profit organizations (“Proposers”) to provide proposals (“Proposal”) for fiduciary oversight, financial management, and other administrative services (including but not limited to accounting, reporting, and related services) in connection with various food assistance programs that the City offers at the Alemany Farmers’ Market (including EBT, Market Match, EatSF Vouchers, WIC Farmers Market Nutrition Program and Senior Farmers’ Market Nutrition Program). These programs support low-income customers by offering additional spending capacity at the Alemany Farmers’ Market (“Market”) through the exchange and/or redemption of vouchers, coupons, tokens and Electronic Benefit Transfer (EBT) payments for fresh fruit and vegetables from qualified farmers at the Market. RED will continue to obtain funds via the General Fund budget to offer the programs and RED staffing will continue to staff the Market on-site and assist with the Programs. The selected Proposer will work with the Market’s staff and provide administrative and fiscal oversight (including but not limited to: accounting, contracting for the “Market Match” Program, and program reporting functions as required and necessary, management of funds, and reimbursement of funds to Farmer vendors) for the Programs.

This RFP describes the scope of services the City may seek from selected Proposer during the “Contract Period,” the City’s terms and conditions under which those services will be performed, and prescribes the form and content of responses to be submitted by interested firms. The City will select a single “Fiscal Management Consultant” to be used as dictated by the needs of each phase of the Project. The purpose of the “RFP” is to provide the City with access to fiscal oversight and management services and a single consultant in order to mitigate future time constraints and reduce overhead costs of the City. The selected Proposer will enter into an agreement with RED for a term of three years, with two one-year renewals at the discretion of RED. The City intends to award a single contract. The City intends to award this RFP and enter into an agreement with a respondent based upon the City’s assessment of qualifications and which Proposer will provide the best overall array of fiscal administrative services to the City at a reasonable pricing structure. The City reserves the right to accept other than the lowest priced offer and to reject proposals that are not responsive to this request. The City may negotiate fees taking into account all of the fee proposals it receives under the RFP.

To minimize the potential for a conflict of interest or unfair competitive advantage, Proposers must be aware that if they enter an Agreement with the City to provide Fiscal Management Services for the Market, the City requires that the selected Proposer be barred from entering into any similar contracts with any farmers’ doing business at the Market, any other vendors doing business at the Market and the Ecology Center (with whom RED has an agreement regarding the Market Match program). The Director of Real Estate may waive this requirement.

The anticipated schedule for this RFP is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this RFP or other pertinent information posted in the City’s Supplier Portal and on RED’s webpage.

RED shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

When applicable and practical, Proposers are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City's most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

2. Background

The Alemany Farmers' Market is the longest operating farmers' market in California and was established in 1943. Since 1947, the Market has been located at its current location, 100 Alemany Boulevard, San Francisco, CA 94110. The Market currently operates every Saturday, rain or shine, year-round. The Market is the only City-run farmers market in San Francisco and is operated by the Real Estate Division. Through this Request for Proposals, the City seeks a nonprofit partner to provide culturally appropriate services and a dignified experience to customers patronizing the Alemany Farmers' Market who utilize food assistance programs that increase their purchasing power at qualified vendors at the Market.

3. Food Assistance Programs and Definitions

CalFresh	CalFresh, known federally as the Supplemental Nutrition Assistance Program or SNAP, provides monthly food benefits to low-income individuals and families
City	The City and County of San Francisco
EatSF Vouchers	Vouchers distributed by EatSF to low-income residents through local community organizations and clinics; also known as Vouchers 4 Veggies
EBT	Electronic Benefit Transfer card, used to issue CalFresh benefits and other assistance programs
Market Match	Market Match is a program that provides a monetary incentive to customers who spend their CalFresh EBT card benefits at farmers markets.
RED	The Real Estate Division within the San Francisco Office of the City Administrator
Seniors FMNP	Seniors Farmers Market Nutrition Program serving low-income seniors. Eligible participants are issued FMNP coupons
WIC	Special Supplemental Nutrition Program for Women, Infants and Children
WIC FMNP	The WIC Farmers Market Nutrition Program. Eligible WIC participants are issued FMNP coupons in addition to their regular WIC benefits.

4. Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by a panel ("Evaluation Panel") consisting of one or more parties with expertise related to the services being procured through this Solicitation. The Evaluation Panel may include staff

from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of three (3) years. The City at its sole, absolute discretion, shall have the option to extend the term for two (2) additional years for a total of five (5) years.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$97,000.00 for the initial term. Should City’s actual spend exceed its estimated spend for the initial term, City may in its sole discretion increase the contract NTE for the initial term. Should City exercise its options to extend the contract beyond the initial term, City may also elect to increase the NTE proportionally.

D. Reserved. (Indefinite Quantity, As-Needed Contract)

E. Reserved. (Cooperative Agreement)

F. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other published pertinent information.

Proposal Phase	Tentative Date
Request for Proposals Issued	June 16th, 2023
Pre-Proposal Conference	June 30th, 2023
Written Questions Due Date	July 10th, 2023
Proposal Due Date	August 7th, 2023
Notice of Intent to Award	August 30th, 2023
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.

G. Contract Terms and Negotiations

The successful Proposer will be required to enter into a contract substantially in the form attached hereto as Attachment 7, City’s Contract Terms. **If Proposer is unable to accept City’s Contract Terms substantially in the form presented, Proposer shall include a revised copy of City’s Contract Terms with its Proposal.** The revised copy of City’s Contract Terms must clearly:

- (1) Mark those sections to which it objects;
- (2) Set forth Proposer’s alternative terms with respect to each such section; and
- (3) Explain the basis for each proposed change.

If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the next highest-ranking score.

II. SERVICES REQUESTED

A. Services Requested

This Solicitation is being issued by The City Administrator's Office - Real Estate Division (RED). RED is seeking qualified Proposers to submit Proposals for a non-profit fiscal sponsor and partner to provide the City with fiscal management and reporting services for the various food assistance programs accepted at the Alemany Farmer's Market. The Scope of Work and list of services is to be used as a general guide and is not intended to be an exhaustive list of all work necessary to complete the Project. Proposers may suggest modifications, additions or deletions that will, in their estimation, make the program more feasible and effective. The description in Attachment 8, Appendix A, outlines the key program elements and services the selected Proposal will provide. It is desired, but not mandatory, that the selected Proposer also provide qualified staff for on-site services which may include, but are not limited to, the services in accordance with Appendix A, Scope of Work, to City's Contract Terms (Attachment 7) and Appendix A, Scope of Work (Attachment 8).

B. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited

Prior to submitting a Proposal in response to this Solicitation, Proposers must ensure they have fully read and understood the "Regulatory and Compliance Requirements" set forth below and in Attachment 7, City's Contract Terms.

C. Green Purchasing Requirements

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered to City in response to this Solicitation comply with the City's Green Purchasing Requirements.

D. Reserved (Alternates and Samples)

E. Reserved (Freight on Board and Shipping Cost)

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. CMD Compliance Officer

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is

Selormey Dzikunu
Contract Monitoring Division
City and County of San Francisco
Tel: 628.271.2094
Email: selormey.dzikunu@sfdpw.org
Website: www.sfgov.org/cmd.

B. Application of LBE Rating Bonuses

LBE Rating Bonuses shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

1. **“Reserved (Commodities).”**
2. **General and Professional Services**

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%

3. Professional Services by Joint Ventures

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
Greater than \$10,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%
PLEASE NOTE: If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV 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 JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.		

C. LBE Subcontracting Participation Requirements

LBE Subcontracting Requirements Do Not Apply and/or Are Waived. There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because the LBE Subcontracting Requirements were waived by the Contract Monitoring Division.

- D. **Reserved (CMD LBE Forms).**
- E. **Reserved (LBE Payment and Utilization Tracking)**

IV. PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Proposer's Price Proposal	Pass/Fail

Written Proposal	100 Points
TOTAL	100 Points

V. MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED WITH PROPOSAL (PASS/FAIL)

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc.... to indicate which MQ it supports.

Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.**

The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description
MQ 1	Proposal Due Date.
MQ 2	Completed Attachment 1, Proposer Questionnaire and References.
MQ 3	Proposer’s Written Proposal.
MQ 4	Proposer’s Price Proposal.
MQ 5	Submit proof of the following: Must have at three years of experience providing similar services.
MQ 6	Submit proof of the following: Licensed and certified to conduct business in the State of California pursuant to §10000-10035 of the Business and Professions Code and, if selected, respondent must maintain that license in good standing for no less than five (5) years.
MQ 7	Submit proof of nonprofit organization status – 501(c)(3) and/or equivalent.

VI. WRITTEN PROPOSAL (100 POINTS)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a “Written Proposal” (see template in Attachment 3) containing responses and required supporting information and documents to the requested information listed below. In the response, please indicate which Section” the language and documentation it is responsive to. Respondents may indicate “N.A.” if the statement is not applicable.

Section 1. Response cover letter signed by an owner or officer of the proposing firm identifying the contact person and key personnel. If a joint venture, identify the roles of the partnering organizations and have an owner or officer of the joint venture sign the cover letter.

Section 2. Describe the services and activities which your entity is qualified to provide to the Real Estate Division and City and how those services meet the defined scope of work. Include as a minimum the following information:

- a. Overall services that the Proposer is qualified to provide
- b. Details as to how your entity's list of services satisfies the scope of work outlined in this RFP
- c. Describe knowledge of the supplemental purchasing programs that will be administered through this agreement: EBT, Market Match, EatSF Vouchers, WIC FMNP and Seniors FMNP

Section 3. Provide a resume of the Proposer's experience and other factors relevant to the services described in this RFP. Provide resumes of key staff or job descriptions/minimum requirements for key positions.

Section 4. Provide a statement listing similar projects, programs, contracts (both public and private) relevant to services solicited that have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract, including details and dates.

Section 5. Describe any arrangements, formal or informal, that the Proposer has with any party that might conflict with or interfere with the Proposer's ability to provide independent and unbiased services under this RFP.

Section 6. Describe any litigation, administrative proceeding, or investigation (actual or pending) in which the Proposer is involved or to which it is subject that might have an adverse effect on its ability to fulfill any engagements resulting from this RFP, or of which the City should be aware in evaluating the Proposer's capacity to undertake future engagements.

Section 7. Proposed Fee, Fee Schedule, for Services

The City intends to award this RFP and enter into an agreement with a respondent based upon the City's assessment of qualifications and which Proposer will provide the best overall array of fiscal administrative services to the City at a reasonable pricing structure. The City reserves the right to accept other than the lowest priced offer and to reject proposals that are not responsive to this request. The City may negotiate fees taking into account all of the fee proposals it receives under the RFP.

Section 8. Any relevant addenda which the respondent wishes to submit.

VII. PRICE PROPOSAL (Pass/Fail)

A. Price Proposal Format and Allocation of Points

In addition to submitting documents supporting each Minimum Qualification, Proposers shall also submit a complete Price Proposal consisting of each item set forth in Attachment 4, Price Proposal. Price Proposal will be based on a percentage of annual funds

programmed for the AFM food assistance programs, estimated at a maximum of \$260,000.00 per year.

B. Price Proposal Evaluation Period

The City will attempt to evaluate Price Proposals within ten (10) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

VIII. ORAL INTERVIEWS

The Evaluation Panel may hold oral interviews with Proposers that have met the Minimum Qualifications and whose Written Proposals received a score of at least 90 Points. Prior to Oral interviews, the City will send a letter to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers' key/lead team members and to exclude, for example, sub-consultants on multiple teams. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers' and key/lead team members' qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers **at least one week prior to the date of interview** to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer's responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

IX. SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION

Proposers must provide each of the following Required Supporting Documentation ("RSD") identified below prior to Award. Failure to do so may result in the Proposal being deemed Non-Responsive.

RSD 1	Evidence that Proposer is 12B compliant or likely to become compliant within 180 calendar days of the Proposal Due Date.
RSD 2	Completed Proposal Attachments: <input type="checkbox"/> Attachment 6: HCAO and MCO Declaration Forms, if applicable <input checked="" type="checkbox"/> Attachment 7: First Source Hiring Form
RSD 3	Insurance in accordance with Article 5 of City's Contract Terms.

X. FAILURE TO PROVIDE INSURANCE AND/OR BONDS

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified insurance

certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

XI. CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social and Economic Policy Requirements"). These Social and Economic Policy Requirements can be found in Attachment 7, City's Contract Terms, which. Proposers are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City.

2. Reserved. (Contractor Vaccination Policy Attestation Form)

3. Reserved. (Administrative Code Chapter 12X)

4. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code *Refer to Attachment 7, City's Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

B. Reserved. (Payment of Prevailing Wages)

C. Health Care Accountability Ordinance

Where applicable, a Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each covered employee who is not subject to Prevailing Wage, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>.

D. Minimum Compensation Ordinance

Where applicable, a Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees who are not subject to Prevailing Wage no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>.

E. First Source Hiring Program.

A Proposer selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. For more information, visit <https://oewd.org/first-source>

F. Reserved (Sweatfree Procurement).

G. Non-Profit Entities

To receive a contract under this Solicitation, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

H. Other Social Policy Provisions

Attachment 7, City's Contract Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Mailed to:

Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Re: AFM – Food Assistance Programs Fiscal Sponsor/Fiduciary Management
Assistance Services, Sourcing Event#0000008392

B. Emailed to:

realestateadmin@sfgov.org

Title of email must reflect the following:

Your Company's Name -

Re: AFM – Food Assistance Programs Fiscal Sponsor/Fiduciary Management Assistance
Services, Sourcing Event#0000008392

C. How to Register as a City Supplier

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

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

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

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

D. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein.

Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date. A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal, <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>, and on RED's webpage at <https://sf.gov/current-opportunities-real-estate-division>.

2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must upload their complete Proposals into the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/index.aspx>. Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

Proposers are encouraged to upload their Proposals to the SF Supplier Portal as early as possible to address any technical issues that may arise during the submission process. In the event a Proposer is unable to upload its complete Proposal into the SF Supplier Portal, Proposer

must email its Proposal to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Proposal submission deadline and request confirmation of receipt. Proposer must include in its email: (a) documentation (e.g. screenshots) verifying its inability to upload its Proposal into the SF Supplier Portal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

E. Proposal Addenda

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

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

F. Public Disclosure

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

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

G. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears

in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

H. Proposal Selection Shall Not Imply Acceptance

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

I. Cybersecurity Risk Assessment

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

J. Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

K. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

L. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

3. Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

M. Proposal Term

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

N. Revision to Proposal

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal Due Date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written

clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

O. Proposal Errors and Omissions

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

P. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

Q. Proposer's Obligations under the Campaign Reform Ordinance

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

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

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

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

R. Reservations of Rights by the City

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

S. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

T. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
 - a. Any condition set forth in this Solicitation;
 - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
 - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.