



# City and County of San Francisco

## Office of the Assessor-Recorder

### REQUEST FOR PROPOSALS FOR Property Assessment Solution

RFP# ASR2017-01

CONTACT: Steve Kim, (415) 554-9954, [ASRcontracts@sfgov.org](mailto:ASRcontracts@sfgov.org)

#### Background

San Francisco is the fourth largest city in California and serves as a center for business, commerce and culture for the West Coast. The City and County of San Francisco (the "City") established by Charter in 1850, is a legal subdivision of the State of California with the governmental powers of both a city and a county under California law. The City's powers are exercised through a Board of Supervisors serving as the legislative authority, and a Mayor and other independent elected officials serving as the executive authority.

The City's Office of the Assessor-Recorder (ASR) is responsible for administering property assessment pursuant to state law. At a high level, the areas of responsibility ASR are: recording public documents, tracking ownership and changes of ownership related to property, assessing the value of property, approving and applying exemptions, and preparing the annual assessment roll.

The City's current central property assessment system is EZ Access, which has been in place for more than 15 years. EZ Access is a COBOL, DB2 database AS400 system that is maintained by the original developer, Hamer, Inc., for ASR. EZ Access primarily functions as the system of record for the City's property and assessment information, interfacing with the property tax system of the Offices of the Controller and Treasurer & Tax Collector. Although EZ Access supports department operations, the system lacks modern day technology and ASR is looking for more robust tools to support their business needs.

The purpose of this request for proposal (RFP) is to select a Proposer to provide a Property Assessment Solution that supports the needs of the City's Office of the Assessor-Recorder's property assessment functions including all services related to the managed configuration, implementation, and ongoing support of the solution.

#### Intent of this RFP

The services listed below will be provided through one or more deliverable based contract(s) as negotiated between ASR and the selected Proposer. It is imperative that the proposed system be compatible and integrated with the Office of the Controller and Treasurer & Tax Collector system that is currently in procurement in RFP# TTX2017-09.

#### Software, Professional Services, and Maintenance and Operations Services Sought

ASR seeks qualified proposals to provide the following products and services:

1. Software (Required)
2. Professional Services (Required)
  - a. Project Initiation and Planning
  - b. System, Interface and Data Conversion Design
  - c. System Development / Configuration
  - d. System Testing
  - e. Project Training
  - f. Deployment
  - g. Implementation Closeout
3. Ongoing Maintenance and Operations (Required)
4. Hardware or Hosting (Optional)

#### Anticipated Contract Term

The anticipated contract term for (A) the implementation services agreement is three (3) years with five (5) options to extend for one (1) year at the City's sole and absolute discretion, and (B) the perpetual or subscription software license and maintenance agreement is five (5) years with four additional one (1) year options to extend at the City's sole and absolute discretion.

#### Subcontracting Requirement

The S.F. Administrative Code Chapter 14B Local Business Enterprise (LBE) **sub contracting goal** for this RFP is four percent (4%) of the total value of the goods and/or services procured. In order to be responsive, Proposers must meet the LBE goal.

#### Contractors Unable to do Business with the City

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFP, or in the sample terms and conditions attached. **Companies Headquartered in the Certain States** - This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator. <http://sfgov.org/oca/qualify-do-business>

<b>Schedule*</b>		<b>City-Proposer Communications</b>
RFP issued	October, 27 2017	<p>Any communications and questions regarding the RFP must be directed to Steve Kim in writing to <a href="mailto:ASRcontracts@sfgov.org">ASRcontracts@sfgov.org</a></p> <p>Proposers are specifically directed NOT to contact any other employees or officials of the City regarding the RFP. Unauthorized contact may be cause for rejection of Proposals at the City's sole and absolute discretion.</p> <p>A summary of the substantive information and all questions and answers pertaining to this RFP will be posted on the City's Office of Contract Administration (OCA) website at <a href="http://mission.sfgov.org/OCABidPublication">http://mission.sfgov.org/OCABidPublication</a> and click on the "Consultants and Professional Services" category.</p>
Deadline for Initial RFP questions	3:00 pm, Nov. 13, 2017	
Answers to Initial RFP questions posted online	November 29, 2017	
Deadline for Final RFP questions	3:00 pm, Dec. 8, 2017	
Answers to Final RFP questions posted online	December 22, 2017	
Letter of Intent to Bid	3:00 pm, Dec. 13, 2017	
Deadline for Proposals	3:00 pm, Jan. 12, 2018	
Stage 1 Notification	Week of Feb. 9, 2018	
Proposer Software Demonstrations and Selection Interviews	Week of Mar. 12, 2018	
Stage 2 Notification	Week of March 30 , 2018	
*RFP Schedule subject to change.		

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## PROPOSAL CHECKLIST

Requirements	Description	Submitted
Proposal will need to include all of the following:	Letter of Intent to Bid by <b>December 13, 2017</b> , per Section 3.1. (Due prior to proposal deadline and is mandatory prerequisite to the submission of a Proposal.) Letter of Intent to Bid should e-mailed to <a href="mailto:ASRcontracts@sfgov.org">ASRcontracts@sfgov.org</a>	<input type="checkbox"/>
	One original copy of Submission Coversheet with signatures (Attachment M).	<input type="checkbox"/>
	One original set copy of signed CMD forms (Attachment K): (1) Form 2A-CMD Contract Participation Form (2) Form 2B- CMD “Good Faith Outreach” Requirements (3) Form 3- CMD Non-Discrimination Affidavit (4) Form 4- CMD Joint Venture Form (if applicable), and (5) Form 5- CMD Employment Form	<input type="checkbox"/>
	Ten (10) hard copy sets of the proposals (excluding Contract Monitoring Division Compliance Forms) with an electronic version of the proposal and the Contract Monitoring Division Compliance Forms on a USB stick, must be submitted by mail or in person to the Office of the Assessor-Recorder, at City Hall, Room 190.	<input type="checkbox"/>
<b>Proposer Response Templates (Required)</b>		
Template A	Minimum Qualifications	<input type="checkbox"/>
Template B	Proposer Experience	<input type="checkbox"/>
Template C	Staff Experience	<input type="checkbox"/>
Template D	Requirements	<input type="checkbox"/>
Template E	Functional Approach	<input type="checkbox"/>
Template F	Technical Approach	<input type="checkbox"/>
Template G	Implementation Approach	<input type="checkbox"/>
Template H	Joint System Integration Plan	<input type="checkbox"/>
Template I	Maintenance and Operations Approach	<input type="checkbox"/>
Template J	Cost Workbook	<input type="checkbox"/>
Template K	Reference Verification Form	<input type="checkbox"/>

<b>Compliance Attachments (Complete and Submit for Processing)</b>		
Attachment J	Standard Forms: Listing and Internet Addresses of Forms Relating to Taxpayer Identification Number and Certification, To Business Tax Declaration, and to Chapters 12B and 12C, and 14B of the S.F. Administrative Code	
Attachment K	Chapter 14B CMD Attachment 2 - Requirements for Architecture, Engineering, & Professional Services Contracts	
Attachment L	Chapter 12X – Administrative Code Memorandum	
Attachment M	Submission Coversheet w/ Certification of Headquarters in Accordance with Administrative Code Chapter 12X	

<b>Informational Attachments (Not Scored)</b>		
Attachment A	Glossary of Terms Used in the RFP	
Attachment B	Detailed Statement of Work	
Attachment C	Assessor Process Flows	
Attachment D	Assessor Use Cases	
Attachment E	Sample Deliverables Expectations Document	
Attachment F	Joint System Integration Plan	
Attachment G	Conceptual Data Model	
Attachment H	Professional Services Sample Template (P-600)	
Attachment I	SaaS Sample Template (P-648)	

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# 1 Introduction

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## 1.1 Glossary of Terms Used in the RFP

See *Attachment A* for the Glossary of Terms used in this RFP.

## 1.2 City / Office of the Assessor-Recorder Overview

San Francisco is the fourth largest city in California and serves as a center for business, commerce, and culture for the West Coast. The City and County of San Francisco (the “City”) established by Charter in 1850, is a legal subdivision of the State of California with the governmental powers of both a city and a county under California law. The City’s powers are exercised through a Board of Supervisors serving as the legislative authority, and a Mayor and other independent elected officials serving as the executive authority. The City consists of over 50 departments and agencies and has an annual budget of over \$10 billion.

The City’s Offices of the Assessor-Recorder, Controller, and Treasury & Tax Collector are responsible for administering property assessment and taxation pursuant to state law. These offices are led by the elected Assessor-Recorder, appointed Controller, and elected Treasurer, respectively. Of the estimated \$2.5 billion in 2016 property tax revenue, 64% is allocated to City services and 36% to schools and other public services, making property tax revenue a highly visible and critical source of City funding.

The City has recognized the need to procure new software to support the property assessment and tax processes executed by the City Offices. At a high level, the area of responsibilities for each Office are:

1. The Office of the Assessor-Recorder (ASR) is responsible for carrying out property assessment related functions mandated by the State, including identifying property and ownership, assessing the value of property, approving and applying exemptions, and preparing the assessment roll. As a combined Assessor-Recorder office, is also responsible for maintaining public recorded documents and levying transfer tax.
2. The Office of the Controller applies the appropriate tax rates, which include the general tax levy, locally voted special taxes, and any City or district direct assessments. After applying the tax rates, the Controller calculates the total tax amount. The Office of the Controller also apportions and distributes the property taxes that are collected.
3. The Office of the Treasurer & Tax Collector is responsible for printing and mailing out the property tax bills, collecting property tax payments and delinquent taxes, and conducting the sale of tax defaulted properties.

This RFP represents the culmination of ASR’s multi-year efforts to identify and address how ASR can replace aging legacy systems and provide more effective and efficient services to both the City’s departments and the public. ASR’s staff reviewed and analyzed the inner workings of the department’s existing processes and policies and determined that a technological upgrade and modernization of the existing systems would significantly improve both the Assessor-Recorder’s property assessment operations, as well as improve downstream tax operations for affected departments (e.g., Controller and Treasurer & Tax Collector).

The purpose of this Request for Proposals (RFP) is to solicit proposals for a system which will support the property assessment processes executed by ASR. A separate RFP will be released in parallel to procure a system to support the property tax needs of the Offices of the Controller and the Treasurer & Tax Collector. Both systems will be expected to interface with each other to support the City’s property assessment and tax activities, and the selected Proposers of both RFPs will be responsible for ensuring the systems interface correctly.

### 1.3 California Property Assessment and Tax Landscape

Due to the distinct functionality required by California property assessment and tax activities under California’s Proposition 13 and other controlling legislation, most non-California property assessment software requires significant modification to meet the needs of California counties.

Over the past two decades, the track record of California counties attempting to replace legacy assessment and tax systems has been mixed, with many counties continuing to rely on outdated legacy systems that require increasing levels of cost and effort to maintain and keep up to date. Some custom, county-developed systems have additionally highlighted the opportunity for a proven Proposer to emerge and provide the professional software development focus necessary to meet the specific needs of the California property assessment and tax market.

### 1.4 Background

The primary Property Assessment System used by the City is EZ Access, which has been in place for more than 15 years. EZ Access is a COBOL, DB2 database AS400 system that is maintained by the original developer, Hamer, Inc., for ASR. EZ Access primarily functions as the system of record for the City’s property and assessment information. Although EZ Access provides some appraisal tools, the system generally lacks modern technology features. ASR has identified the need for more robust tools to support their business operations.

EZ Access supports batch interfaces for certain property assessment activities. Interfaces to and from EZ Access include the reception of recorded documents from the Recorder System (CRIis), building permit data and information from the Department of Building Inspections (Accela), and ASR’s document management system (AIMS). EZ Access also sends files to and receives files from a number of other Proposers and sources, most notably, the Office sends the assessment rolls and associated information to the Controller and Treasurer & Tax Collector offices.

ASR’s processing systems and reporting environments rely on EZ Access data to populate and update information for various appraisal and auditing functions, and end of year roll quality review and reporting. The Assessor also uses standalone systems, spreadsheets, and other tools to conduct, track, maintain, and report on various property assessment functions not available in EZ Access (e.g., Assessment Appeals activity tracking, commercial appraisals, workflow management, etc.). These systems and other tools are used to reconcile EZ Access data.

A comprehensive list of the City’s inbound interfaces, outbound interfaces, and list of departmental systems is provided in *Template H – Joint System Integration Plan*

The following tables present information about the City’s current EZ Access production environment:

**Table 1: Number of approximate accounts by module**

Real Property	Business Personal Property	Possessory Interest
210K	50K	2.6K

**Note:** There are approximately 6,000,000 master real property records in the system which annually cumulate and currently represent 25+ years.

**Table 2: Assessable value by property type FY16/17**

Secured Local Roll	State Board of Equalization (SBE) Roll	Unsecured Roll
\$202billion	\$3.1billion	\$14.6billion

More information regarding the City’s property assessment activities can be found by reviewing ASR’s Annual Report, available at the following website:

**Note:** Numbers and values are approximate to provide a general understanding of the size and complexity of ASR's operations.

## **1.5 Issues with Current Environment**

ASR is facing issues with their current property tax technical environment which has led to the need for a new system. These issues include:

1. The gradual accrual of legacy technology and data sources over time has resulted in a complex multisystem, multi- data source environment with substantial opportunities to improve the usability, efficiency, and supportability of the operations.
2. Multiple source systems are required for staff to access, use, and maintain relevant information and data. In the current environment, employees must have multiple application windows open, access secondary electronic sources and locate paper files. This limits efficiency, particularly for those functions that are public-facing and where staff needs to quickly, properly service customers.
3. Reports and information are sometimes required to be aggregated and viewed at a lower-level of depth, or based on a different structure than what exists in the EZ Access system. Because of these needs, the staff must duplicate data entry between EZ Access and other tracking tools (requiring the maintenance and reconciliation of data between systems).
4. Interacting with external systems, requires a combination of manual and automated legacy workflow processes due to limitations of the current technical environment.
5. Limitations of the current system require workarounds and/or the intervention of administrative and technical staff to support business activities, especially the workflow and reporting needs of department management.

## **1.6 City Business Goals**

The Property Assessment Solution selected will enable the City to meet its overall property assessment and tax business goals, including:

1. Improve efficiency and effectiveness of City Operations
2. Support and deliver high quality and consistent customer service seamlessly across all three property assessment and tax departments
3. Streamline processes, data, and information exchange between the property assessment and tax departments to meet annual property tax deadlines

## **1.7 Office of the Assessor-Recorder Goals**

To support both the City business goals and the specific needs of the office, ASR has developed the following goals for the Property Assessment Solution:

1. Efficient Business Processes: Facilitation of the efficient and effective administration of all property assessment activities and other associated tasks
2. Fair and Transparent Property Assessment: Facilitate the fair and transparent determination of every assessed value in accordance with California property tax law, including the Revenue and Taxation Code
3. Revenue Forecasting: Ability to easily view and use historical statistics and current pending items to accurately forecast future revenue through timely access to high-quality data and comprehensive reporting capabilities

4. Quality Data Entry: The capture of data at the beginning of processes, including constituent self-service options, to automatically perform system reviews for correctness and completeness before acceptance by authorized users into the system's data records
5. Business Intelligence (BI): User-friendly, standard reporting and BI capabilities to support the decision-making needs of ASR's staff and management
6. Configurable Business Rules: A highly configurable and adaptable system that can adjust to specific and changing needs
7. Secure and Integrated Access: Provide authorized users with an integrated access to all modules, data, and services relevant to the user group. Correspondingly, it must allow system administrators to restrict data access and transaction execution based on user role
8. Scalable and Extensible: Scalable to accommodate additional users and extensible in expanding capabilities to meet future business needs and local and State mandates

## **1.8 Statement of Need**

The purpose of this RFP is to identify and select a proposal that combines an assessment system and professional services into an overall Property Assessment Solution that supports the needs of ASR's property assessment function, including all services related to the managed configuration, implementation, and ongoing support of the System (see the specific details in *Section 2 – Scope of Work* below).

*It is imperative that the proposed System be fully-compatible and integrated with the City's selected Controller and Treasurer & Tax Collector system, able to support multiple interfaces for different business application and technical environments, and compatible with the City's technical infrastructure.*

ASR intends to award one or more contracts to a single prime contractor for a Property Assessment System plus any third party applications or software and/or equipment necessary for a fully functioning Solution, including all implementation and ongoing maintenance services.

## **1.9 Software, Professional Services, Maintenance and Operations Services Sought**

ASR seeks qualified proposals to provide the following products and services:

1. Software (Required)
2. Professional Services (Required)
  - a. Project Initiation and Planning
  - b. System, Interface and Data Conversion Design
  - c. System Development / Configuration
  - d. System Testing
  - e. Project Training
  - f. Deployment
  - g. Implementation Closeout
3. Ongoing Maintenance and Operations (Required)
4. Hardware or Hosting (Optional)

These services will be provided through one or more deliverable based contract(s) as negotiated between ASR and the selected Proposer. The statement of work and associated deliverables are outlined in *Section 2.2 – Statement of Work*, and the tasks and details are documented in *Attachment B – Detailed Statement of Work*.

## 2 Scope of Work

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### 2.1 Scope

This scope of work is not intended to be all inclusive of the work the City expects to be performed, and is not a complete listing of all services that may be required or desired.

The City will negotiate the specific scope of services, budget, deliverables, and timeline with the Proposer selected for contract negotiations. There is no guarantee of a minimum amount of work or compensation for any Proposer(s) selected for contract negotiations.

#### 2.1.1 Potential System Solution Options

ASR is willing to consider a number of system Solution types in response to this request. Proposed Solutions may include but are not limited to any of the following components:

1. **Commercial Off the Shelf (COTS)** – A fully developed, packaged software that only requires configuration to meet the City’s business needs.
2. **COTS + Custom Development** – A packaged system that requires both configuration and custom code development to fully meet the City’s business needs.
3. **Modular Tools + Custom Development** – Multiple, packaged software tools that require both configuration and some custom code development to be combined to form a whole Property Assessment System that meets the City’s business needs. (The Proposer should consider the best options available in identifying any modular tools proposed. ASR is will consider a Best-of-Breed approach.)
5. **Custom Developed System** – Custom developed software to meet the City’s business needs.

#### 2.1.2 Potential Hosting Service Delivery Model Options

ASR will consider a variety of hosting service delivery models. The proposed solution may include the following hosting types:

1. **On-premise** – The Property Assessment System is hosted at a City data center.
2. **Hosted** – The Property Assessment System is provided by the Proposer, but proposed to be hosted by the Proposer or a third-party subcontractor.

#### 2.1.3 Other Procurement Considerations including Fixed Bid Price

1. ASR will only accept fixed bid proposals for the software, professional services, ongoing maintenance and operations, and hosting. Payment for software implementation services will be deliverable based.
2. ASR will consider perpetual licenses and a Software-as-a-Service (SaaS) model.
3. ASR prefers a phased approach to building, testing and implementation of new functionality prior to the completion of the entire System.
4. Proposers must be prepared to commence Task 1 onsite within 30 days from the Controller’s Office certification of funds and go-live within a negotiated timeframe.

### 2.2 Statement of Work

A suggested detailed statement of work is attached as *Attachment B – Detailed Statement of Work*. This attachment outlines the tasks, subtasks, and deliverables that ASR expects the Proposer to complete for this Project.

**Note:** All tasks and deliverables described in this section may not apply equally to every possible variation of proposed system development (e.g. COTS, custom developed, etc.) or software delivery (e.g., hosted, SaaS, etc.).

### 2.2.1 Overview of Tasks

ASR has organized its detailed statement of work into seven (7) major implementation tasks. A summary of each task is provided below.

1. **Task 1 - Project Initiation and Planning:** ASR’s expectations regarding the project kick-off and management.
2. **Task 2 – System, Interface and Data Conversion Design:** ASR’s expectations regarding the developing and detailing of the plans for designing the System to meet the needs of ASR. This includes the design of the interfaces and data conversion.
3. **Task 3 - System Development / Configuration:** ASR’s expectations regarding the development and/or configuration of the System to meet ASR’s needs through execution of the designs created in Task 2. This includes the development of the interfaces and data conversion.
4. **Task 4 – System Testing:** ASR’s expectations regarding the testing of the System developed/configured in Task 3 to ensure that it meets the needs of ASR.
5. **Task 5 – Project Training:** ASR’s expectations regarding the training of Office of the Assessor-Recorder staff in using the new System.
6. **Task 6 – Deployment:** ASR’s expectations regarding the deploying of the new System into production.
7. **Task 7 – Implementation Closeout:** ASR’s expectations regarding the process of concluding implementation.

### 2.2.2 Sub-tasks

The preliminary sub-tasks associated with each task are as follows:

Tasks and Sub-Tasks	
Task	Sub-task
Task 1 - Project Initiation and Planning	Sub-task 1 - Project Initiation and Management Plan
	Sub-task 2 – Regular Project Status Reporting
	Sub-task 3 – System Design and Development Strategy
	Sub-task 4 – System Implementation Strategy
	Sub-task 5 – Master Testing Strategy
	Sub-task 6 – Requirements Traceability Plan
Task 2 – System, Interface and Data Conversion Design	Sub-task 7 – Functional Design Document
	Sub-task 8 – Develop Data Conversion Plan
	Sub-task 9 – Develop Interface Specifications and Design Document
	Sub-task 10 – System Architecture and Technical Design
Task 3 - System Development / Configuration	Sub-task 11 – System Implementation Plan
	Sub-task 12 – Data Conversion, Synchronization, and Reporting
	Sub-task 13 – System Maintenance, Support and Transition Plan
Task 4 – System Testing	Sub-task 14 – Detailed Test Plans
	Sub-task 15 – Test Scenarios, Test Cases, and Test Scripts
	Sub-task 16 – Documented System Test Results
Task 5 – Project Training	Sub-task 17 – Training Plan
	Sub-task 18 – Training Manuals, Guides, and Materials
	Sub-task 19 – Documented Evidence of Successful End-User Training
Task 6 - Deployment	Sub-task 20 – Release Readiness Evaluations and Reports

Tasks and Sub-Tasks	
Task	Sub-task
	Sub-task 21 – Deployment Plans
	Sub-task 22 – System Defect Resolution Reports
	Sub-task 23 – Complete Detailed Requirements, Design & Specifications
	Sub-task 24 – System Source Code and Documentation
Task 7 – Implementation Closeout	Sub-task 25 – Documented Implementation Project Closeout

### **2.3 Quality Assurance (QA) / Independent Verification and Validation (IV&V) Vendor Support**

Quality Assurance (QA) Validation is the process of examining the complete program/Project to determine whether all stakeholders' requirements have been met. It uses iterative processes throughout the overall Project and SDLC to determine whether the plans, methods, and products delivered are internally complete, consistent, and sufficiently correct.

QA is performed by an organization that is technically, managerially, and financially independent of the Proposer organization. ASR understands the importance and strongly endorses the use of QA to ensure a successful System implementation. ASR may contract for QA services to support the success of the System implementation. By providing a response to this RFP, the Proposer acknowledges their willingness to work collaboratively with any QA service provider under contract with ASR.

## 3 Evaluation and Selection Criteria

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This section describes the process used for analyzing and evaluating the Proposals. It is the City's intent to select Proposer(s) for contract negotiations that will provide the best overall solution to the City, inclusive of fee considerations. Any Proposer selected for contract negotiations is not guaranteed a contract. This RFP does not in any way limit the City's right to solicit Proposals for similar or identical services if, in the City's sole and absolute discretion, it determines the Proposals are inadequate to satisfy its requirements.

### 3.1 Letter of Intent to Bid

A formal Letter of Intent to Bid is due **BEFORE** the Proposal due date. The timely submission of a letter of intent to bid is a mandatory prerequisite to the submission of a Proposal. The letter of intent must state the Proposers intent to submit a bid, and must identify the Proposer's name and all subcontractors, if known. LBE subcontractors need not be identified.

### 3.2 Minimum Qualifications and Contract Monitoring Division Requirements

Proposers must meet the following Minimum Qualifications in order to be evaluated in the staged evaluation process in *Section 3.3*. ASR staff will evaluate the Minimum Qualifications. Any Proposal that does not demonstrate the Proposer meets the Minimum Qualifications listed in this section at the time of Proposal submission will be considered non-responsive, and will not proceed to Stage 1 or be evaluated or eligible for award of any subsequent contract(s) for the requested System or services. The Proposer should provide their response according to *Template A – Minimum Qualifications*.

**NOTE:** For all Proposers that meet the Minimum Qualifications, the Contract Monitoring Division will verify the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code. See Section 6.14 Local Business Enterprise Goals and Outreach.

ASR has established the following Minimum Qualifications for any Proposer:

#### Organization and Stability

1. The Proposer has been in business continuously for at least five (5) years, and during this period provided software products and services similar to those requested in this RFP.
2. The Proposer has audited financials that indicate annual revenues of at least \$20 Million and at least twenty (20) permanent and full-time employees

#### Professional Services and Software Experience

3. The Proposer shall submit three (3) U.S. based references similar in size, complexity, and scope (minimum of 100,000 property and/or account records). All references must include and highlight experience in system design, development, data migration and conversion, or implementation services within the past 5 years.
  - a. At least one (1) reference must be from a government organization
  - b. At least one (1) reference must verify the Proposer implemented data migration and conversion services
  - c. At least one (1) reference must verify the Proposer has significant support and/or implementation experience with a property assessment and/or tax system, with at least one functional module in a production environment

- d. At least one (1) reference must verify the Proposer has implemented any of the Proposer's software products into a production environment, and the software has been in use for two (2) full fiscal year cycles.

### **3.3 Evaluation**

Proposers that pass Section 3.2 Minimum Qualifications and Contract Monitoring Division Requirements, with signed forms for the Contract Monitoring Division Requirements (see Attachment K), will proceed to Section 3.3 Evaluation.

#### **3.3.1 Staged Evaluation; Scoring**

The evaluation will be conducted in two stages. The four (4) highest scoring Proposers in Stage 1 will be invited to Stage 2. Stage 1 will be scored on a basis of 1,000 points; Stage 2 will be scored on a basis of 500 points. For Proposers who are invited to Stage 2, Stage 1 scores will be added to the Stage 2 score to produce the final score (for a maximum of 1,500 points). In the event of a tie of highest scores, the Selection Committee shall request additional interviews and/or demonstrations of the highest scoring Proposers.

The highest scoring Proposer will be invited to enter contract negotiations with the City. If mutually agreed upon contract terms cannot be negotiated with the selected Proposer, then ASR, in their sole and absolute discretion, may terminate negotiations and begin contract negotiations with the next highest scoring Proposer.

#### **3.3.2 Selection Committee**

City representatives will serve as the Selection Committee. Specifically, the Selection Committee will be responsible for the evaluation and scoring of the Proposals and Proposer Demonstrations, and for conducting any interviews.

#### **3.3.3 Stage 1 – Proposer Experience and Written Proposal Evaluation Criteria (1,000 Points)**

The completed *Templates B - J* from the Proposers will be evaluated and scored in accordance with the criteria below:

1. **Proposer Company and Staff Experience (100 Points)**

The Proposer is required to provide information regarding the company, including basic background and employee resumes, as well as information regarding the key staff and the Project organization being proposed. Sub-criteria include:

  - a. **Template B - Proposer Experience (25 Points)**
  - b. **Template C - Staff Experience (75 Points)**
2. **Business Functionality (300 Points)**

The Proposer is required to respond to each set of Functional Requirements, and to describe its overall approach. Sub-criteria include:

  - a. **Template D – Requirements: Functional Requirements Tab (90 Points)**
  - b. **Template E - Functional Approach (210 Points)**
3. **Technical Functionality (150 Points)**

The Proposer is required to respond to each set of Technical Requirements, and to describe its overall approach. Sub-criteria include:

  - a. **Template D – Requirements: Technical Requirements Tab (45 Points)**

**b. Template F – Technical Approach (105 Points)**

**4. Implementation (250 Points)**

The Proposer is required to respond to describe their overall implementation approach. Sub-criteria includes:

**a. Template G – Implementation Approach (125 Points)**

**b. Template H – Joint System Integration Plan (125 Points)**

**5. Maintenance and Operations (50 Points)**

Proposers are required to respond to each set of Maintenance and Operations requirements, and to describe their overall approach. Sub-criteria includes:

**a. Template D - Requirements: M&O Requirements (15 Points)**

**b. Template I – Maintenance and Operation Approach (35 Points)**

**6. Cost (150 Points)**

Complete *Template J - Cost Workbook* by listing the fixed price bid for the System and implementation services being proposed. It is the responsibility of the Proposer to ensure spreadsheet calculations are correct. Sub-criteria includes:

**a. Template J – Cost Workbook**

**3.3.4 Stage 2 – Demonstrations and Interviews Selection Process (500 Points)**

The four (4) Proposers receiving the highest scores in Stage 1 will be invited to participate in the Proposer Demonstration and Interviews Selection Process (Stage 2). The Selection Committee will evaluate each Proposer based on their demonstration and interview responses.

1. **Proposer Software Demonstrations (300 points)** – Demonstrations of the software that is proposed by the Proposer to assess the extent the software meets the business needs of the organization. The Proposer will be provided demonstration scripts of unique business requirements for the City and County of San Francisco and Office of the Assessor-Recorder data approximately three (3) weeks prior to the scheduled demonstration. The demonstration for each Proposer will take place over one (1) or two (2) days as requested by ASR, and will be held on-site at City facilities. Software demonstrations are an integral part of the selection process in understanding the System and may require use of data provided by ASR. Proposers that cannot demonstrate their software during the dates prescribed by ASR will be eliminated from further consideration.
2. **Proposer Interviews (200 points)** – The Selection Committee will ask questions regarding the team and their ability to deliver the proposed solution. The Selection Committee will ask standard questions of each Proposer and may ask clarifying questions of specific Proposers.
3. **City Contract Templates and Statement of Work Redline (Not Scored)** – Each Proposer that proceeds to Stage 2 will also be asked to provide a comprehensive redline of the City's Contract Template(s). If the proposed Solution is non-hosted, the Proposer should redline the P-600 (see Attachment H). If the proposed Solution is hosted, the Proposer should redline the P-648 (see Attachment I). The Contract redline is not scored and is submitted for informational purposes, only. **Each Proposer's Contract Template redline will be due 30 days after the commencement of Stage 2.**

**3.4 Intent to Award and Contract Negotiations; Other Terms and Conditions**

The Selection Committee will select a Proposer with whom Office of the Assessor-Recorder staff shall commence contract negotiations. The selection of any proposal shall not imply acceptance by the City of

all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time ASR, in its sole discretion, may terminate negotiations with the highest ranked Proposer and begin contract negotiations with the next highest ranked Proposer.

The successful Proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as *Attachment H - Professional Services Sample Template (Form P-600)*, or *Attachment I – SaaS Sample Template (Form P-648)*.

## 4 Proposer Response Information

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This section provides Proposers with the information that must be included in the proposal, as well as additional information to inform the Proposers submission of bids.

### 4.1 Use of Subcontractor

ASR will not consider joint or collaborative proposals that require it to contract with more than one Proposer. Any proposal involving more than one organization must have a single Prime Contractor/Proposer who is fully accountable to ASR for the delivery of all products and services, is responsible for adhering to all contractual terms, and will receive all payments by ASR for said services. If the Proposal includes the use of Subcontractor(s), the Proposer shall provide information regarding the profile of each Subcontractor.

### 4.2 Letter of Intent to Bid

A formal Letter of Intent to Bid is due **BEFORE** the Proposal due date. The timely submission of a letter of intent to bid is a mandatory prerequisite to the submission of a Proposal. The letter of intent must state the Proposers intent to submit a bid, and must identify the Proposer's name and all subcontractors, if known. LBE subcontractors need not be identified.

### 4.3 Time and Place for Submission of Proposals

Proposals and all related materials must be received by **3:00 pm PT on Monday, January 12, 2018.**

Ten (10) hard copy sets of the proposals (excluding Contract Monitoring Division Compliance Forms) with an electronic version of the proposal and the Contract Monitoring Division Compliance Forms on a USB stick, must be submitted by mail or in person at:

Attn: Steve Kim  
Office of Assessor-Recorder  
City Hall, Room 190  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

**\* Proposals will be timestamped as proof of receipt by the desk clerk.**

Place proposals in three-ring binders for the review panel. Please use three-hole recycled paper, print double-sided to the maximum extent practical, use recycled paper that is comprised of a minimum of 30% post-consumer materials, and bind the proposal with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your proposal with a spiral binding, glued binding, or anything similar. Proposals must be tabbed for ease of review by the Selection Committee.

**Contract Monitoring Division Compliance Forms must be bound separately. Proposers must submit only one (1) original, signed copy of the following forms:**

- (1) Form 2A-CMD Contract Participation Form
- (2) Form 2B- CMD "Good Faith Outreach" Requirements Form
- (3) Form 3- CMD Non-Discrimination Affidavit
- (4) Form 4- CMD Joint Venture Form (if applicable), and
- (5) Form 5- CMD Employment Form

**Note:** *Late submissions will not be considered.*

#### **4.4 References**

ASR may conduct reference checks of the information submitted in *Template A - Minimum Qualifications* and/or *Template B - Proposer Experience* in order to confirm the information submitted in a Proposer's Proposal.

## 5 Significant RFP Due Dates and Instructions

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### 5.1 RFP Schedule\*

RFP Schedule	
RFP issued	October, 27 2017
Deadline for Initial RFP questions	3:00 pm, Nov. 13, 2017
Answers to Initial RFP questions posted online	November 29, 2017
Deadline for Final RFP questions	3:00 pm, Dec. 8, 2017
Answers to Final RFP questions posted online	December 22, 2017
Letter of Intent to Bid	3:00 pm, Dec. 13, 2017
Deadline for Proposals	3:00 pm, Jan. 12, 2018
Stage 1 Notification	Week of Feb. 9, 2018
Proposer Software Demonstrations and Selection Interviews	Week of Mar. 12, 2018
Stage 2 Notification	Week of Mar. 30, 2018

\* RFP Schedule subject to change. For the latest information pertaining to this RFP and the schedule, please refer to the City's Office of Contract Administration (OCA) website bidding system website at <http://mission.sfgov.org/OCABidPublication>

### 5.2 Issuing Agent

ASR is issuing this RFP on behalf of the City and County of San Francisco.

### 5.3 Addenda to the RFP

ASR may make modifications to the RFP by issuing an addendum or addenda on the City's Office of Contract Administration (OCA) website bidding system website at <http://mission.sfgov.org/OCABidPublication>

## 6 Terms and Conditions for Receipt of Proposals

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### 6.1 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 5 working days prior to the date that proposals are due. Modifications and clarifications will be made by addenda as provided below.

### 6.2 Inquiries Regarding RFP

Proposers shall submit all questions concerning this RFP, scope of services or requirements in writing by email only during the Question and Answer Period, ending **December 8, 2017** no later than **3pm** PT and directed to: [ASRcontracts@sfgov.org](mailto:ASRcontracts@sfgov.org). All Proposer questions concerning the bid process shall be submitted no later than 72 hours prior to the bid deadline **January 9, 2017** no later than **3pm** PT. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

### 6.3 Objections to RFP Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not less than 5 working days prior to the RFP deadline, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### 6.4 Change Notices

The Department may modify the RFP, prior to the proposal due date, by issuing an Addendum to the RFP, which will be posted on the website. The Proposer shall be responsible for ensuring that its proposal reflects any and all Bid Addendum(s) issued by the Department prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the proposal due date, to determine if the Proposer has downloaded all Bid Addendum(s). It is the responsibility of the Proposer to check for any Addendum, Questions and Answers, and updates, which will be posted on the City's Office of Contract Administration (OCA) website bidding system at <http://mission.sfgov.org/OCABidPublication>

### 6.5 Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 360 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 360 day period in the circumstance of extended negotiations.

### 6.6 Revision of Proposal

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

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

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

## **6.7 Errors and Omissions in Proposal**

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

## **6.8 Financial Responsibility**

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

## **6.9 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:

1. The officer's re-election campaign
2. A candidate for that officer's office
3. A committee controlled by the officer or candidate.

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

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

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

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

## **6.10 Sunshine Ordinance (Public Records)**

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

contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

### **6.11 Public Access to Meetings and Records (Non-Profits)**

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

### **6.12 Reservations of Rights by the City**

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

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

### **6.13 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.

### **6.14 Local Business Enterprise Goals and Outreach**

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

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

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

- (1) Form 2A-CMD Contract Participation Form
- (2) Form 2B- CMD "Good Faith Outreach" Requirements Form
- (3) Form 3- CMD Non-Discrimination Affidavit
- (4) Form 4- CMD Joint Venture Form (if applicable), and
- (5) Form 5- CMD Employment Form

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

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

**1. Local Business Enterprise Goals and Outreach**

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

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

**2. LBE Sub-consultant Participation Requirement**

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

The LBE sub-consulting goal is **4%** of the total value of the goods and/or services to be procured. Sub-consulting goals can only be met with CMD-certified Small or Micro-LBEs located in San Francisco.

**3. Link to LBE Sub-consultant Directory**

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

[http://mission.sfgov.org/hrc\\_certification](http://mission.sfgov.org/hrc_certification)

**4. Good Faith Outreach to Select LBE Sub-consultants**

Each firm responding to this solicitation shall demonstrate in its response that it has used good-faith outreach to select LBE sub-consultants as set forth in S.F. Administrative Code §§14B.8 and 14B.9, and shall identify the particular LBE sub-consultants solicited and selected to be used in performing the contract. For each LBE identified as a subcontractor, the response must specify the value of the participation as a percentage of the total value of the goods and/or services to be procured, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the response. LBEs identified as sub-consultants must be certified with the Contract Monitoring Division at the time the response is due, and must have been contacted by the (prime contractor) prior to listing them as subcontractors in the response. Any response that does not meet the requirements of this paragraph will be non-responsive.

**5. Documentation of Good Faith Outreach Efforts**

In addition to demonstrating that it will achieve the level of sub-consulting participation required by the contract, a Respondent shall also undertake and document in its submittal the good faith efforts required by Chapter 14B.8(C) & (D) and CMD Attachment 2, Requirements for Architecture, Engineering and Professional Services Contracts.

Responses which fail to comply with the material requirements of S.F. Administrative Code §§14B.8 and 14B.9, CMD Attachment 2 and this solicitation will be deemed non-responsive and will be rejected. During the term of the contract, any failure to comply with the level of LBE sub-consultant participation specified in the contract shall be deemed a material breach of contract.

**Note:** *If Respondent meets/exceeds LBE participation by 35% (i.e. 5.4% LBE participation for this contract), Good Faith Outreach documentation is not required.*

**6. LBE Participation and Rating Bonuses**

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

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

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

## **7. Application of the Rating bonus:**

The following rating bonus shall apply at each stage of the selection process, i.e., qualifications, proposals, and interviews:

- a) Contracts with an Estimated Cost in Excess of \$10,000 and Less Than or Equal To \$400,000. A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro LBE. Proposals submitted by SBA-LBEs are not eligible for a rating bonus.
- b) Contracts with an Estimated Cost in Excess of \$400,000 and Less Than or Equal To \$10,000,000. A 10% rating bonus will apply to any proposal submitted by a CMD certified Small or Micro-LBE. Pursuant to Section 14B.7(E), a 5% rating bonus will be applied to any proposal from an SBA-LBE, except that the 5% rating bonus shall not be applied at any stage if it would adversely affect a Small or Micro-LBE Proposer or a JV with LBE participation.
- c) Contracts with an Estimated Cost In Excess of \$10,000,000 and Less Than or Equal To \$20,000,000. A 2% rating bonus will apply to any proposal submitted by a Small LBE, Micro LBE and SBA-LBE.
- d) The rating bonus for a Joint Venture ("JV") with LBE participation that meets the requirements of Section 2.02 below is as follows for contracts with an estimated cost of in excess of \$10,000 and Less Than or Equal to \$10,000,000:
  - i. 10% for each JV among Small and/or Micro LBE prime Proposers.
  - ii. 5% for each JV which includes at least 35% (but less than 40%) participation by Small and/or Micro-LBE prime Proposers.
  - iii. 7.5% for each JV that includes 40% or more in participation by Small and/or Micro-LBE prime Proposers.
  - iv. The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for purposes of determining the highest ranked firm. Pursuant to Chapter 14B.7(F), SBA-LBEs are not eligible for the rating bonus when joint venturing with a non LBE firm. However, if the SBA-LBE joint ventures with a Micro-LBE or a Small-LBE, the joint venture will be entitled to the joint venture rating bonus only to the extent of the Micro-LBE or Small-LBE participation described in Section 2.01B.4b. and c. above.
- e) The rating bonus does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

The rating bonus/bid discount does not apply for contracts estimated by the Contract Awarding Authority to exceed \$20 million.

## **8. CMD Contact**

If you have any questions concerning the CMD Forms and to ensure that your response is not rejected for failing to comply with S.F. Administrative Code Chapter 14B requirements, please call **Ryan Young, the CMD Contract Compliance Officer for this solicitation at 415-581-2301 or [ryan.b.young@sfgov.org](mailto:ryan.b.young@sfgov.org)**. Please see **Attachment K for additional details**. The CMD forms will be reviewed prior to the evaluation process.

# **7 Contract Requirements**

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## **7.1 Standard Contract Provisions**

The successful Proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services, attached hereto as Attachment H - Professional Services Sample Template (Form P-600), or Attachment I – SaaS Sample Template (Form P-648). Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm and may proceed against the original selectee for damages.

## **7.2 Nondiscrimination in Contracts and Benefits**

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

## **7.3 Minimum Compensation Ordinance (MCO)**

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

Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco)

## **7.4 Health Care Accountability Ordinance (HCAO)**

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

## **7.5 First Source Hiring Program (FSHP)**

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

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

## **7.6 Conflicts of Interest**

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

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

# **8 Protest Procedures**

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## **8.1 Protest of Minimum Qualifications and Contract Monitoring Division Requirements Determination**

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

## **8.2 Protest of Non-Responsible Determination**

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

## **8.3 Protest of Notice of Intent to Award**

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

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

#### **8.4 Delivery of Protests**

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered. Protests must be delivered to:

Rachel Cukierman  
Deputy Director of Administration and Finance  
Office of the Assessor-Recorder  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 190  
San Francisco, CA 94102-4698