

City and County of San Francisco Office of Small Business

Request for Quotes for Legacy Business Registry Marketing and Branding Program

RFQ #2017-LBP-001



Date issued:

Friday, July 7, 2017

Deadline for questions:

Friday, July 14, 2017, 12:00 p.m. PDT

Answers available and posted online

Tuesday, July 18, 2017, 5:00 p.m. PDT

Proposals due:

Friday, July 28, 2017, 12:00 p.m. PDT

[Date revised through Change Notice](#)

[Friday, August 18, 2017](#)

Notice of intent to award a contract

Friday, ~~August 25, 2017~~ [August 18, 2017](#)



1. Introduction

A. General terms and acronyms used in this Request For Quotes:

- **City** – The City and County of San Francisco.
- **Contractor** – The Proposer awarded a contract for services subsequent to this Request For Quotes.
- **Legacy Business Program** – A program of the SFOSB.
- **Legacy Business Registry** – A registry of businesses overseen by the Legacy Business Program for which the businesses have been nominated by the mayor or a member of the Board of Supervisors of the City and determined by the Small Business Commission to have met criteria to be designated as Legacy Businesses.
- **OEWD** – Office of Economic and Workforce Development, a department of the City.
- **Proposal** – A response or application to this Request For Quotes.
- **Proposer** – A respondent or applicant to this Request For Quotes.
- **SFOSB** – San Francisco Office of Small Business, the City’s central point of information and referral for entrepreneurs and small businesses located in San Francisco.
- **Small Business Commission** – A commission of the City that oversees the SFOSB.

B. Background of the Legacy Business Program

In 2013, San Francisco Heritage launched “Legacy Bars and Restaurants,” an initiative that invited users to experience the history of some of San Francisco’s most legendary eateries, watering holes, dives and haunts. The online guide was the first of its kind to celebrate iconic establishments that contribute to the culture, character and lore of San Francisco.

San Francisco Heritage inducted 100 restaurants and bars, located throughout the city, into the initiative. These businesses had achieved longevity of 40 years or more, possessed distinctive architecture or interior design and/or contributed to a sense of history in the surrounding neighborhood.

Threats to local institutions underscored the need to develop new strategies for protecting places with intangible cultural significance. “Legacy Bars and Restaurants” was the first step in documenting the city’s vast commercial heritage and promoting businesses that did not necessarily qualify for formal historic designation.

A 2014 report by the City’s Budget and Legislative Analyst’s Office showed the closure of small businesses had reached record numbers in San Francisco. Commercial rents in most neighborhoods had risen significantly. The report drew connections between the city’s high level of commercial evictions and skyrocketing rents. While rent control laws shield many residents from exorbitant rent hikes, no such laws exist for businesses. State law does not allow restrictions on commercial leases. An alternative effort to assist the city’s legacy businesses was needed.

Inspired by programs in cities such as Buenos Aires, Barcelona and London, Supervisor David Campos proposed legislation and a ballot proposition that would become the Legacy Business Program. It was introduced in two phases.



Phase one, which unanimously passed the Board of Supervisors in March 2015, created the San Francisco Legacy Business Registry. To be listed on the Registry, businesses must be nominated by a member of the Board of Supervisors or the mayor and determined by the Small Business Commission, after a noticed hearing, as having met the following criteria:

1. The business has operated in San Francisco for 30 or more years, with no break in San Francisco operations exceeding two years.
2. The business has contributed to the neighborhood's history and/or the identity of a particular neighborhood or community.
3. The business is committed to maintaining the physical features or traditions that define the business, including craft, culinary or art forms.

Phase two asked voters to create the Legacy Business Historic Preservation Fund, first-of-its-kind legislation that provides grants to both Legacy Business owners and property owners who agree to lease extensions with Legacy Business tenants. Proposition J was placed on the November 2015 ballot.

Through the Legacy Business Historic Preservation Fund, Legacy Businesses on the Registry may receive Business Assistance Grants of \$500 per full-time employee per year, while landlords who extend the leases of such businesses for at least 10 years may receive Rent Stabilization Grants of \$4.50 per square foot of space leased per year. The business grants are capped at \$50,000 annually; the landlord grants are capped at \$22,500 a year.

Proposition J, establishing the Legacy Business Historic Preservation Fund, was approved by voters, with 56.97% in favor and 43.03% opposed.

C. Significance of the Legacy Business Program

The Legacy Business Registry is a groundbreaking initiative to recognize that longstanding, community-serving businesses can be valuable cultural assets to the City. San Francisco businesses – including retailers, restaurants, service providers, manufacturers, nonprofit organizations, and more – are the places that give the city its character. They're the bedrock of our communities and a draw for tourists from around the world. Preserving our legacy businesses is critical to maintaining what it is that makes San Francisco a special place.

The Legacy Business Historic Preservation Fund was the first such legislation in the nation. It aids in the protection of San Francisco's famous historic small businesses by recognizing notable small businesses as historic assets and incentivizing their preservation.

The SFOSB wants to establish the Legacy Business Registry as a program that has high value to San Francisco's residents, government and tourists, and contributes to the identity and culture that makes San Francisco the international city for which it is known.



D. Background of the Small Business Commission and the SFOSB

The Small Business Commission oversees the SFOSB, which is the City's central point of information and referral for entrepreneurs and small businesses located in the City and County of San Francisco. By championing "business-friendly" policies, marketing the contributions of the small business sector and developing appropriate assistance programs, the Small Business Commission and the SFOSB work to support and enhance an environment where small businesses can succeed and flourish. The Small Business Commission reviews pertinent small business legislation and policy matters and makes recommendations to the sponsor of the legislation, including the Mayor, Board of Supervisors or other City Agencies.

For more information regarding the Small Business Commission and the SFOSB, visit <http://sfosb.org/>.

2. Scope of Work

A. What Does SFOSB Seek?

The SFOSB is seeking marketing and branding services to develop the following for the Legacy Business Registry: (1) a logo and brand identity; (2) collateral and public relations; (3) marketing; and (4) website design (landing page and registry page).

This scope of work is a guide to the work the SFOSB expects to be performed. It is not a complete listing of all services that may be required or desired during the project. The City reserves the right to contract for all or part of the tasks listed. In your proposal, you may expand on the tasks or propose additional items as necessary.

B. Projects

1. Logo and Brand Identity (REQUIRED)

The logo should be a graphic representation that may contain an iconic image of San Francisco, speak to the historical importance of Legacy Business and allow for "Legacy Business" in English and a second language. The logo is to be used for all standard marketing materials, website, a plaque for either the interior or exterior of the businesses and possible decals. The brand identity is a set of visual attributes that create the look and feel of the program. This includes typography, colors, symbols, logo usage, patterns and other graphic elements pulled from the logo and then enhanced to create the entirety of the brand's visual identity.

2. Collateral and Public Relations (OPTIONAL)

Collateral and public relations will include the design of a brochure, decals, certificates and welcome packets, and optionally plaques for the interior or exterior of the Legacy Businesses.

3. Marketing (OPTIONAL)

Marketing for the Legacy Business Registry goes beyond the visual properties of the brand identity and moves into a complete plan on marketing and promoting the Registry to the public. It is to include messaging strategy, marketing strategy and defining the target market groups, such as the Legacy Business nominators, Legacy Businesses, media and possibly consumers.



4. Website Design (OPTIONAL)

The website development will include the design of the landing page for the Legacy Business Registry and the registry page that list the Legacy Businesses. SFOSB is not looking for a build-out of the functionality of the website; it is seeking the development of the look and feel to complete the brand identity.

3. Minimum Qualifications

The Minimum Qualifications are used by the City to determine whether the Proposer has experience on projects comparable to the services the City is requesting and is eligible to enter into an agreement with the City. Any proposal that does not demonstrate that the Proposer meets these minimum qualifications by the proposal deadline will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).

Proposer must certify the following:

- A. It possesses three (3) or more years of experience in marketing and branding; and
- B. Its marketing and branding experience includes the development of logos; and
- C. It is registered as a business in San Francisco, or will become registered if awarded a contract, and is able to engage in work in San Francisco; and
- D. It is established as a vendor with the City and County of San Francisco, or eligible to become established as a vendor (<http://sfgov.org/oca/qualify-do-business>).

4. Schedule and Budget

A. Schedule

The anticipated schedule* for the Request For Quotes and awarding a grant is as follows:

Date issued:	Friday, July 7, 2017
Deadline for questions:	Friday, July 14, 2017, 12:00 p.m. PDT
Answers available and posted online	Tuesday, July 18, 2017, 5:00 p.m. PDT
Proposals due:	Friday, July 28, 2017, 12:00 p.m. PDT
Notice of intent to award a contract	Friday, August 25, 2017 <u>August 18, 2017</u>
Project begins	Monday, September 18, 2017

*Each date is subject to change.

B. Budget

The anticipated budget range for the Legacy Business Registry Marketing and Branding Program is \$5,000 for one project to \$40,000 for all four projects. The budget shall not exceed \$40,000.



5. Evaluation Criteria and Proposal Submission

A. Evaluation Criteria

Proposals must be provided for services as outlined in Section 2 of this request.

Proposals received under this process that fail to address each of the requested items in sufficient and complete detail will be deemed non-responsive and will not be considered for evaluation or selection.

Proposals will be evaluated in accordance with the criteria below and the information provided by the Proposer. Evaluation criteria shall be collectively worth 100 points.

Criterion 1: Project Approach (30 points)

The Proposer shall describe their proposed approach to performing the tasks and producing the deliverables described above. The project approach should include a workplan that describes project methods, timeline and expectations for client involvement. Include a description of the Proposer's staff's availability to the project over the timeline.

Specific Questions:

What is your approach and methodology to providing marketing and branding services to public sector municipalities or government agency clients?

How you would help meet the goals of the Office of Small Business and the Legacy Business Registry?

What makes your firm's approach to the services different or more effective than other firms providing the same services? Describe any asset, expertise, experience, data or technology that provides your firm with a competitive edge or advantage that will provide a benefit to your clients.

Criterion 2: Relevant Project Experience (25 points)

The Proposer shall demonstrate evidence of the appropriate skills and experience in order to successfully complete these services.

Specific Questions:

What is your firm's experience working on similar types of projects, including scope of work, project size, and budget?

Which employee(s) would provide services if your firm is selected through this Request For Quotes? Describe their experience in designing to fit the cultural and historic context of a particular business, neighborhood or commercial corridor, or City agency.

What is your firm's experience working with small businesses, nonprofit organizations and clients with little previous experience working with design professionals? Describe any challenges you faced, including strategies you used to address them.

Criterion 3: Project Samples (30 points)

The Proposer shall provide a portfolio of work with a minimum of three projects as part of the submission packet. Samples should include project name, size, type, project team and roles, scope of work and services provided.



Criterion 4: Project Cost (5 points)

The Proposer shall include proposed costs to provide the deliverables. Note that the City will seek a fixed price contract wherein services are paid via acceptance of the provided deliverables.

Criterion 5: Completeness of Proposal Submission (10 points)

The proposal conforms with, and concisely but comprehensively addresses, the Request for Quotes requirements. The proposal is professionally presented and contains organized content and format.

B. Selection Interviews (50 points)

Following the written proposal evaluation process, up to three (3) of the highest scoring Proposers **may** be invited to an interview with the Review Committee. Interviews, if pursued by the City, will consist of standard questions asked of selected Proposers, and specific questions regarding individual proposals. If interviews are conducted, they will be worth 50 points based on a set of criteria established following review of written proposals. The 50 possible points awarded for interviews will be added to the 100 possible points awarded during the Proposal Evaluation process for a total of 150 points. The Proposer with the highest combined score will be issued the intent to award contract notification. The lead staff members that will be assigned to the project should be present for the interview.

The City has sole and absolute discretion over whether interviews will be conducted to select Proposers for contract negotiations.

C. Reference Checks

Reference checks may be used to determine: (1) the applicability of Proposer experience to the services the SFOSB is requesting and the quality of services and staffing provided to prior clients; (2) adherence to schedules/budgets and Proposer's problem-solving, project management and communication abilities; (3) performance on deliverables and outcomes; and (4) effectiveness in meeting or exceeding project objectives.

D. Quote Submission Instructions

Attachment A, Proposal Template, is provided for your convenience for your Request For Quotes proposal. If you use an alternative format for your proposal, please include all of the information from Attachment A in order for your proposal to be scored appropriately.

E. Terms and Conditions for this Request for Quotes

Proposals will be reviewed by a Review Committee. The Review Committee may consist of non-City staff and other individuals who have experience in the service areas requested in this Request For Quotes. Proposals will be evaluated using the criteria and process outlined below as a framework.

Nothing herein shall obligate the City to make any grant, or shall guarantee any Proposer the right to any grant money.



The City reserves the right not to award grants based upon the ability of the Proposer to meet the City's objectives and budgetary priorities.

The selection of any Proposer for contract negotiations shall not imply acceptance by the City of all terms of the Quote, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

The City, in its sole discretion, has the right to approve or disapprove any staff person assigned to the firm's projects before and throughout the contract term. The City reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables.

If a satisfactory contract cannot be negotiated in a reasonable time with the selected Proposer, then the SFOSB, in its sole discretion, may terminate negotiations and utilize Contractor solicitation and/or selection methods, or it may determine that no contract or project will be pursued.

F. Review Process

The City will verify that proposals have met all the requirements to be considered responsive. Failure to comply with the proposal requirements contained in this Request For Quotes may result in elimination of that proposal from consideration. All responsive proposals will then be submitted to the Review Committee for scoring.

1. The City may contact the Proposers to clarify any portion of the proposal. All questions to the Proposers will be submitted in writing and the answers, in writing, will be submitted, along with the proposals, to the Review Committee for scoring.
2. Any attempt by a Proposer to contact a member of the Review Committee during the proposal review process (other than submitting clarification questions or responding to any City-initiated contact) may result in the elimination of that proposal from consideration.
3. The Review Committee will review and score all responsive proposals and recommend whether selection interviews are necessary.
4. Selection interviews may be conducted by the Interview Committee.
5. After the Review Committee and the Interview Committee, if applicable, have concluded their evaluation and scoring of the proposals, the results will be submitted to the Director of SFOSB, and the appropriate oversight bodies, if appropriate, for review and determination of the award. The tentative awardee whose proposal is determined to meet the needs of the City will be recommended to negotiate a grant.
6. All applicants will be notified of the results of the evaluation.
7. If the Proposer selected for contract negotiations is not yet a City vendor, vendor set-up will commence.
8. The tentative award may be conditioned on inclusion of changes/additional terms. Negotiations over the specific terms and language may be required.



9. If the City is unable to negotiate a satisfactory agreement with the winning applicant, the City may terminate negotiations with that applicant and proceed to negotiate with other qualified applicants in the order of their ranking in the evaluation process. This process may be repeated until a satisfactory grant agreement has been reached.

10. Final award of the grant may be subject to approval by the Civil Service Commission, Board of Supervisors, mayor or other governing body.

G. Conditions of Proposal

1. 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 the proposal due date. 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.

2. Proposer agrees that submission of a proposal properly completed and signed off by an owner or officer of the proposing firm, agency, or organization who is duly authorized to bind the Proposer, shall constitute an agreement to accept all conditions, provisions, requirements, and specifications contained in the City and County of San Francisco Request for Quotes. It is the responsibility of the lead agency to ensure that all named partners are in agreement with the proposal prior to submission. The proposal shall be binding for no less than one hundred twenty (120) days. The grantee must comply with City and County ordinances and contracting requirements. For more detailed information, see the Office of Contract Administration website at <http://sfgov.org/oca/general-contract-terms-conditions>. The grant requirements include general liability and auto insurances, compliance with equal benefits ordinance, and current San Francisco business tax certificate, if applicable.

3. Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility and at the Proposer's cost.

4. Proposer agrees to provide adequate staff to carry out the project and to work with City staff in ensuring that all provisions in the grant agreement are met, including timely reporting using City client and cost tracking and reporting systems.

5. Proposer understands and agrees that any proposal may be rejected if it is conditional, incomplete, and/or deviates from the specifications contained in this City and County of San Francisco Request for Quotes. Proposer further understands and agrees that the City's representatives have the right to reject any or all proposals or to waive deviations, which are immaterial to performance. Proposer understands and agrees that minor defects may be waived at the discretion of the City. The waiver will not excuse an applicant from full performance if Proposer should be awarded the grant. Justification supporting the reason for any type of rejection will be submitted to the Proposer.



6. In accordance with San Francisco Administrative Code Section 67.24(e), bids, responses to RFPs and all other records of communications between the City and persons or firms seeking grant shall be open to inspection immediately after a grant 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 grant or other benefits until and unless that person or organization is awarded the grant or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

6. Proposal Submission Requirements

A. Submission Deadline

Proposals must be received by 12:00 p.m. PDT on Friday, July 28, 2017. Postmarks will not be considered in judging the timeliness of submissions.

B. Submitting Proposals

Completed applications should be emailed to legacybusiness@sfgov.org along with all relevant or requested supplemental materials. You will be responsible for ensuring that all required questions have been addressed and that all supplemental materials have been submitted on or before the deadline. The receive date and time will be established by the date/time assigned by the City email server. Early submission is highly encouraged.

You may alternatively hand-deliver or mail one signed original application and all supplemental materials, along with a CD or USB drive with electronic versions of the application and all supplemental materials, to:

Richard Kurylo
Legacy Business Program
Office of Small Business
1 Dr. Carlton B Goodlett Pl., City Hall Room 110
San Francisco, CA 94102

Proposals that are submitted by fax will not be accepted. Late submissions will not be considered.

7. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in Request For Quotes

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



B. Inquiries Regarding Request For Quotes

Inquiries regarding the Request For Quotes, and all notifications of intent to request written modification of or clarification of or objections to the Request For Quotes, must be directed by email to legacybusiness@sfgov.org.

C. Objections to Request For Quotes Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Request For Quotes, the Proposer must provide written notice to SFOSB, not more than 10 calendar days after the Request For Quotes is issued, setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

SFOSB may modify the Request For Quotes prior to the proposal due date by issuing Change Notices, which will be posted on SFOSB's website (<http://sfosb.org/legacy-business/bids>). The Proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by SFOSB prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the SFOSB website frequently, including shortly before the proposal due date, to determine if the Proposer has downloaded all Change Notices.

E. Proposal Clarification

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

F. Errors and Omissions in Proposal

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

G. Financial Responsibility

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

H. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the San Francisco 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 grant is approved by the City elective officer or the board on which that City elective officer serves."



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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any City officer or employee about a particular contract, or a City officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a City officer or employee to promote himself or herself as a candidate for a contract; and (2) a City officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Quotes, 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.
4. For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

I. Sunshine Ordinance

In accordance with San Francisco 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.

J. Public Access to Meetings and Records

If a Proposer is a nonprofit 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 San Francisco 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.

K. Reservations of Rights by the City

The issuance of this Request For Quotes 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 Quotes;
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 Request For Quotes, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this Request For Quotes by any other means;
6. Determine that no project will be pursued; or
7. Cancel the procurement action in its entirety.

L. No Waiver

No waiver by the City of any provision of this Request For Quotes 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 Request For Quotes.

8. Contract Requirements

A. Standard Grant Provisions

The successful Proposer will be required to enter into an agreement with the City prior to performing services. It is anticipated that the form to be used will be an agreement substantially in the form of a grant agreement. For more detailed information, see the Office of Contract Administration website at <http://sfgov.org/oca/general-contract-terms-conditions>. The actual form of agreement and specific language will be determined by the City during the negotiation process.

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 organization.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits; the Minimum Compensation Ordinance; the First Source Hiring Program; and applicable conflict of interest laws.



B. Nondiscrimination in Contracts and Benefits

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

C. Minimum Compensation Ordinance (MCO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

D. 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/employer-services>.

E. 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.



9. Protest Procedures

A. Protest of Non-Responsiveness Determination

Within five calendar days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth calendar 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 respondent, and must cite the law, rule, local ordinance, procedure or Request of Quotes provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Grant Award

Within ~~five calendar~~10 business days of the City's issuance of a notice of intent to award the grant, 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 calendar~~10th business 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 Request of Quotes provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

All protests must be received by 5:00 p.m. of 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.

If the City determines that a meeting with the party submitting the appeal is necessary, such meeting will be scheduled within ten (10) calendar days of the receipt of a protest to review and attempt to resolve the protest.

Protests must be delivered to:

Richard Kurylo
Legacy Business Program
Office of Small Business
1 Dr. Carlton B Goodlett Pl., City Hall Room 110
San Francisco, CA 94102

or

legacybusiness@sfgov.org.

