

**RFQ#APD2021-01**  
**Sex Offender Treatment Services**  
**RFQ ATTACHMENT I: RFQ TERMS AND CONDITIONS**

**HOW TO RESPOND TO THIS ATTACHMENT**

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

**1. Proposer Authorization**

The signatories are authorized by the Proposer to make representations for the Proposer and to obligate the Proposer to perform the commitments contained in its proposal.

**2. Contract Negotiations and Limitations**

The City will select the highest scoring Proposer(s) with whom the City's staff will commence contract negotiations. If a satisfactory contract cannot be negotiated in a reasonable time or for a reasonable price with the selected Proposer(s), then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with next highest scoring Proposer(s). The selection of any Proposer for contract negotiations shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

Pre-qualified Proposers will not be considered for contract negotiations until the APD determines that existing APD or City staff cannot perform required services.

Upon APD determination that contracted services are appropriate, the APD will send a Notice of Intent to Award to the selected Consultant(s) with the anticipated scope and details of the proposed engagement. Proposers may be required to provide additional information to the APD to aid the APD in its selection for contract negotiations and/or for contract award.

Contract negotiations may be for one or more phases of as-needed projects. Due to the varied nature of the services to be performed, the APD reserves the right to contract with any, all or none of the pre-qualified Proposers.

**3. No Guarantee of Work or Compensation**

There is no guarantee of a minimal amount of work or compensation for any of the Proposers selected for contract negotiations.

**4. Compliance with Laws and Regulations**

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

**5. Staffing**

The key individuals listed and identified in the proposal will be performing the work and will not be substituted with other personnel or reassigned to another project by the Proposer/Contractor without the City's prior written approval or request. The City, in its sole discretion, shall have the

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right to review and approve all staff assigned to provide services throughout the duration of the contracts negotiated under this RFQ. Such approval by the City will not be unreasonably withheld. If selected for interviews, the Proposer's Key Personnel, including partner/subcontractor representatives, may be required to meet with the City prior to selection for contract negotiations.

**6. Lead Role**

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

**7. 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 NOT apply to this RFQ.. However, LBEs are strongly encouraged to submit proposals and will be eligible for rating bonuses. Please review RFQ Section 4.3 for more details regarding LBE bonus points.

**8. City's Approval Rights Over Subcontractors and Subcontractor Payments**

The City has approval rights over the use of all subcontractors. Proposers must identify all subcontractors in their proposals and these subcontractors must conform to all City policies regarding subcontractors. Any changes to subcontractors after contract award must be reported to the City in accordance with the City's standard terms and conditions (see RFQ Attachment VII). Furthermore, each Proposer understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Proposer accepts responsibility for full and prompt payment to the third party. Any dispute between the Proposer and the third party, including any payment dispute, will be promptly remedied by the Proposer. Failure to promptly remedy or to make prompt payment to a third party (subcontractor) may result in the withholding of funds from the Proposer by the City.

**9. City Resources**

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

**10. Administrative Requirements**

See *RFQ Attachment III*. Proposer must fulfill the City's administrative requirements for doing business with the City prior to contract award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements referenced in *RFQ Attachment III*, including, but not limited to, IRS Form Declaration, Business Tax Declaration, Nondiscrimination in Contracts and Benefits Declaration, Minimum Compensation Ordinance Declaration, Health Care Accountability Ordinance Declaration, First Source Hiring Program Declaration and Insurance Requirements.

**11. The City's Terms and Conditions**

See *RFQ Attachment VII*. Proposers selected for contract negotiations will be required to enter into such contract(s) substantially in the form of the City and County of San Francisco standard agreement ("Agreement"). Proposer is willing and able to meet all of the City's terms and conditions as stated in the Agreement. Proposers wishing to negotiate modification of other terms and conditions may do so during the contract negotiation period. Failure to timely execute

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the contract, or to furnish any and all certificates, bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another firm for contract negotiations.

**12. Term of Proposal**

Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the proposal may remain valid beyond the 180 day period in the circumstance of extended. At Proposer's election, the proposal may remain valid beyond the 180 day period in the circumstance of extended negotiations.. Any material that a Proposer considers as confidential but does not meet the disclosure exemption requirements of applicable public disclosure laws, including but not limited to the San Francisco Sunshine Ordinance and the California Public Records Act, should not be included in the Proposer's proposal, as it may be made available to the public.

**13. Release of Liability**

The Proposer hereby releases all individuals, entities and firms from all claims and losses that may arise from said individuals, entities or firms providing information, comments, or conclusions to inquiries that the City and County of San Francisco may make regarding the qualifications of any individual or firm seeking to be selected as a contractor or subcontractor in connection with this RFQ. This release is freely given and will be applicable whether or not the proposals by said individuals, entities or firms are accurate or not, or made willfully or negligently.

**14. Financial Responsibility for Proposal Costs**

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Any material that a Proposer considers as confidential but does not meet the disclosure exemption requirements of applicable public disclosure laws, including but not limited to the San Francisco Sunshine Ordinance and the California Public Records Act, should not be included in the Proposer's proposal, as it may be made available to the public.

**15. Contract Timeline**

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

**16. Objections to RFQ Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFQ, the Proposer must, not more than ten (10) calendar days after the RFQ is issued, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. The City may modify the RFQ document through RFQ addenda. If any Proposer wishes to object on any ground to any provision set forth in an addendum, it must notify the City no later than three (3) business days following the posting of the addendum. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

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**17. Exceptions to this RFQ**

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

**18. Errors and Omissions in RFQ**

Proposers are responsible for reviewing all portions of this RFQ. Proposers are to promptly notify the Department, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the Department promptly after discovery, but in no event later than 72 hours prior to the date that proposals are due. Modifications and clarifications will be made by addenda as provided below.

**19. Inquiries Regarding RFQ**

Inquiries regarding the RFQ and all communications including notifications related to, exceptions or objections to, or of an intent to request written modification or clarification of, the RFQ must be e-mailed to [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org).

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

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

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

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

**20. Change Notices**

The Department may modify the RFQ, prior to the proposal due date, by issuing an Addendum to the RFQ, 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 *San Francisco City Partner* website: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

**21. 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

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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.

**22. Financial Responsibility**

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

**23. Proposer's Obligations under the Campaign Reform Ordinance**

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor.

Examples of initial contacts include: (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 Qualifications, and requests to be placed on a mailing/e-mail 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.

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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.

**24. Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFQ 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.

**25. Public Access to Meetings and Records**

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

**26. Debarment, Suspension, and other Responsibility Matters**

1. Proposer certifies to the best of its knowledge and belief that it and its principals:  
Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from contracting with any federal, state or local governmental department or agency;
2. Have not within a three-year period preceding the date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (27) B. of this *RFQ Attachment I*; and

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4. Have not within a three-year period preceding the date of this proposal had one or more public contracts (federal, state, or local) terminated for cause or default.

**27. Reservations of Rights by the City**

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

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 Qualifications;
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 RFQ, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no project will be pursued.

**28. No Waiver**

No waiver by the City of any provision of this RFQ shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this RFQ.

**I. CONTRACT REQUIREMENTS**

**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 Appendix B. 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.

**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/>. If you have any questions concerning the CMD Forms please call the main CMD phone number (415) 581-2310.

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**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).

**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).

**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.

**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.



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**7. Certification**

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

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

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

**8. Vaccination Policy [EFFECTIVE JANUARY 1, 2022]\***

Proposers are advised that any contract awarded from this Solicitation is subject to the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration") dated February 25, 2020, and the Vaccination Policy for City Contractors ("Contractor Vaccination Policy") issued by the City Administrator. The Contractor Vaccination Policy requires employees of City contractors and subcontractors who spend substantial time working in close proximity to City employees while performing work under the contract at a City owned, leased or controlled facility ("Covered Employees") to be fully vaccinated or granted an exemption based on medical or religious grounds. Information about the Contractor Vaccination Policy is available on the City's website at <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

Proposers will be required to certify before contract award that they will comply with the Contractor Vaccination Policy if the resulting contract will be a Covered Contract under the Policy, unless the City determines that a waiver should be granted for the reasons stated in that Policy. The Contractor Vaccination Policy's requirements include, but are not limited to, the following:

- 1) Contractor shall identify its Covered Employees who are or will be performing Work or Services under this Agreement, and shall inform them of the COVID-19 vaccination requirements stated in the Contractor Vaccination Policy and the Emergency Declaration.
- 2) Contractor shall maintain a list of its Covered Employees by name and position, which list shall not include the employees' vaccination status. Contractor shall update the list as needed to show all current Covered Employees, and Contractor shall provide that list to the City on request.
- 3) Contractor shall be responsible for determining the vaccination status of any Covered Employees working for their subcontractors on a project. Contractor shall ensure that its covered subcontractors submit required information to the

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Contractor to ensure its covered subcontractors' compliance with the Contractor Vaccination Policy.

- 4) Proposer shall submit to the City the Attestation Form confirming its compliance with the Contractor Vaccination Policy before contract award. Contractors shall promptly submit to the City a completed Attachment A respecting any medical or religious vaccination exemptions granted to their Covered Employees, which shall be updated as needed.
- 5) Contractor shall coordinate with the City to confirm that the City can safely accommodate at its worksite any Covered Employee for whom the Contractor has granted a medical or religious vaccination exemption, which may include ensuring that exempt employees who are accommodated comply with any required health and safety protocols.

*\*Note that resulting contracts from this solicitation will also include language on the City's vaccination policy.*

## **II. PROTEST PROCEDURES**

### **1. Protest of Non-Responsiveness 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 RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **2. Protest of Non-Responsible Determination**

Within five days of the City's issuance of a notice of a determination of non-responsibility, a vendor that would otherwise be the lowest responsive proposer may submit a written notice of protest. The vendor will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The vendor 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 RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **3. Protest of Contract 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

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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 RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

**4. Delivery of Protests**

All protests must be received by the due date. Protests must be delivered to [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org). Protests will only be accepted via e-mail. Protests or notice of protests made orally (e.g., by telephone) will not be considered.

Please reference the title of the solicitation in your protest statement.

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**III. ACKNOWLEDGEMENT OF ATTACHMENT I: TERMS AND CONDITIONS**

**Proposer must sign and include this page in their submission.**

Submission of a proposal indicates a Proposer's acceptance of the RFQ Terms and Conditions contained in this RFQ unless clearly and specifically noted otherwise in the proposal. The City may discontinue its selection, contract negotiations, or contract award processes with any Proposer if it is determined that the Proposer has not accepted the RFQ Terms and Conditions contained herein.

EACH PROPOSER, AS PART OF ITS PROPOSAL, MUST SUBMIT THIS DOCUMENT SIGNED BY AT LEAST ONE (1) REPRESENTATIVE(S) AUTHORIZED BY THE PROPOSER TO MAKE REPRESENTATIONS FOR THE PROPOSER AND TO OBLIGATE THE PROPOSER TO PERFORM THE COMMITMENTS CONTAINED IN ITS PROPOSAL.

**Acknowledged and Agreed:**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Firm Name:	Firm Name:
City, State:	City, State:
Phone Number:	Phone Number:
Date:	Date:

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**RFQ ATTACHMENT II: Local Business Enterprise (LBE) Certificate of Proof (if applicable)**

**Proposer must sign and include this page in their submission.**

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 **NOT** apply to this RFQ. However, LBEs are strongly encouraged to submit proposals and will be eligible for rating bonuses. Please review RFQ Section 5.3 for more details regarding LBE bonus points.

EACH PROPOSER, AS PART OF ITS PROPOSAL, MUST SUBMIT THIS DOCUMENT SIGNED BY AT LEAST ONE (1) REPRESENTATIVE(S) AUTHORIZED BY THE PROPOSER TO MAKE REPRESENTATIONS FOR THE PROPOSER AND TO OBLIGATE THE PROPOSER TO PERFORM THE COMMITMENTS CONTAINED IN ITS PROPOSAL

**Acknowledged and Agreed:**

Local Business Enterprise (LBE) Status
<input type="checkbox"/> My firm is a LBE firm. Please attach certificate of proof of LBE status with your Proposal submission to receive 5-Bonus Points in your evaluation. <u>Sign below.</u>
<input type="checkbox"/> My firm is NOT a LBE firm. <u>Sign below.</u>

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Firm Name:	Firm Name:
City, State:	City, State:
Phone Number:	Phone Number:
Date:	Date:

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**RFQ ATTACHMENT III: CITY SUPPLIER ADMINISTRATIVE**  
**REQUIREMENTS**

- 1) The City can only do business with Contractors that have fulfilled the City's requirements.
- 2) The City highly recommends (but does not require) that Proposers at the time of proposal/response submission fulfill the administrative requirements for doing business with the City.
- 3) Fulfillment of the City's administrative requirements is defined as completion, submission to the Controller's Office and approval by applicable City agencies (Contract Monitoring Division, Treasurer/Tax Collector, Office of Contract Administration, Risk Management Division, General Services Agency) of these forms.
- 4) If you wish to complete and submit the vendor requirements outlined in *RFQ Attachment III* in advance of your proposal/response, please send all of these forms directly to the Contact below. The Contact will inform your firm if it needs to complete documentation requirements directly with an agency.

**HOW TO RESPOND TO THIS ATTACHMENT**

NEW TO CITY BUSINESS?

If your firm has never done business with the City before, please review and complete the forms referenced and linked in this Attachment, and submit them with your proposal/response.

Completion and submission of the vendor requirements outlined in *RFQ Attachment III* as soon as possible and in advance of your proposal/response to the Contact listed below is recommended but not required to prevent delays to the overall project timeline. The City cannot do business with any vendor that by contract award, fails to meet all requirements. Even if your firm is selected for contract negotiations and completes the scope of work portion of negotiations, the City cannot execute a contract and begin work if there are outstanding compliance requirements such as the City's Equal Benefits ordinance or the City's business tax requirements. We attempt to prevent those types of delays by providing as much advance notice of vendor requirements as possible.

NOT YOUR FIRST TIME DOING BUSINESS WITH THE CITY?

Even if your firm has done business with the City before, it is best to check on the status of your completion of the City's requirements with the Contact listed below to ensure your firm is not precluded from contract award based on outstanding administrative requirement issues. The City vendor number you list in *RFQ Attachment IV - Cover Sheet* serves as partial verification that the Proposer has completed the City's administrative requirements. Please be sure that your firm has fulfilled all City requirements as defined in the third bullet point above.

**CONTACT**

Contact [elisa.baeza@sfgov.org](mailto:elisa.baeza@sfgov.org) for information and assistance on meeting these requirements.

**RFQ#APD2021-01**  
**Sex Offender Treatment Services**  
**RFQ ATTACHMENT III: CITY SUPPLIER ADMINISTRATIVE**  
**REQUIREMENTS**

**A. HOW TO BECOME ELIGIBLE TO DO BUSINESS WITH THE CITY**

Before the City can award any award any contract to a contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

**B. MANDATORY FORMS**


At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City's supplier portal located at <https://sfcitypartner.sfgov.org/> :

1. Vendor Application Packet (includes *New Vendor Number Request Form* and *IRS Form W-9*)
2. CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)
3. CMD 12B-101 Declaration of Nondiscrimination in Contracts and Benefits

**C. VENDOR ELIGIBILITY AND INVOICE PAYMENT**

Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed contract or purchase order before payments can be made. Once a vendor number has been assigned, an e-mail notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/> .







**D. VENDOR ELIGIBILITY FORMS**

Form	Purpose/Info	Routing
<u>CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</u>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<u>Declaration of Nondiscrimination in Contracts and Benefits</u>  with supporting documentation (Form CMD-12B-101)	This Declaration is used by the City's Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

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**REQUIREMENTS**

	spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator's <b>Contract Monitoring Division Equal Benefits</b> web page.	
<u>Vendor Profile Application</u>	Includes New Vendor Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

**E. SUPPLEMENTAL FORMS**

<b>Form:</b>	<b>Required If:</b>
Minimum Compensation Ordinance (MCO) Declaration (  <a href="#">pdf</a> )	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  <a href="#">pdf</a> )	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements (  <a href="#">pdf</a> )	The RFQ requires the successful proposer to demonstrate proof of insurance. See Insurance sample document for more information <a href="http://mission.sfgov.org/DOCUMENT_CENTER_DOCUMENTS/DC2816.pdf">http://mission.sfgov.org/DOCUMENT_CENTER_DOCUMENTS/DC2816.pdf</a>
Payment (Labor and Material) Bond (  <a href="#">pdf</a> )	The RFQ requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond (  <a href="#">pdf</a> )	The RFQ requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application (  <a href="#">Contract Monitoring Division</a> )	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts.

For further guidance, refer to the City's supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/> .



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**F. ACKNOWLEDGEMENT OF ATTACHMENT III: CITY SUPPLIER**  
**ADMINISTRATIVE REQUIREMENTS**

**Proposer must sign and include this page in their submission.**

Submission of a proposal indicates a Proposer's acceptance of the City Supplier Administrative Requirements contained in this RFQ unless clearly and specifically noted otherwise in the proposal. The City may discontinue its selection, contract negotiations, or contract award processes with any Proposer if it is determined that the Proposer has not accepted the City Supplier Administrative Requirements herein.

EACH PROPOSER, AS PART OF ITS PROPOSAL, MUST SUBMIT THIS DOCUMENT SIGNED BY AT LEAST ONE (1) REPRESENTATIVE(S) AUTHORIZED BY THE PROPOSER TO MAKE REPRESENTATIONS FOR THE PROPOSER AND TO OBLIGATE THE PROPOSER TO PERFORM THE COMMITMENTS CONTAINED IN ITS PROPOSAL.

**Acknowledged and Agreed:**

Signature:	Signature:
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Firm Name:	Firm Name:
_____	_____
City, State:	City, State:
_____	_____
Phone Number:	Phone Number:
_____	_____
Date:	Date:
_____	_____