

**City and County of San Francisco**  
**Residential Rent Stabilization and Arbitration Board**  
**Request for Proposal**  
**Sourcing Event ID: 0000009574**

**Project Title: San Francisco Rent Board Systems Modernization**  
**Operational Software Development and Implementation for Case Management, and**  
**Inventory and Fee Management**

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## **1. General Information**

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the San Francisco Residential Rent Stabilization and Arbitration Board, also known as the SF Rent Board (hereinafter, “Rent Board ” or “City”). The SF Rent Board is seeking qualified suppliers (“Proposers”) to provide proposals to develop/customize, implement, and maintain a new system for the Rent Board to manage its business operations.

### **A. Project Information**

Purchase Type: Software Development/Customization, Implementation, Training, Maintenance and Support

Target Project Start Date: November 1, 2024

Target Project End Date: October 31, 2026

Project Type: Time and Material

Note: A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of not more than 2 years. The City at its sole, absolute discretion, shall have the option to extend the term for 3 additional years for a total of 5 years.

## B. Solicitation Schedule

1	Request for Proposals Issuance	7/15/2024
2	Pre-Proposal Conference	<p>7/22/2024 – 12:30PM – 2:00PM PST on MS Teams</p> <p>Link to join the meeting:  <a href="https://bit.ly/RNT_PreProposal_Conference">https://bit.ly/RNT_PreProposal_Conference</a></p> <p><b>Microsoft Teams:</b>  Meeting ID: 279 896 119 43  Passcode: qYqHd6</p> <p><b>Dial in by phone</b>  Phone Number: +1 415-906-4659  Phone conference ID: 771 251 698#</p>
3	Deadline for Questions	7/26/2024 – 3:59PM PST
4	Deadline to Submit Proposals	8/16/2024 – 3:59PM PST
5	Short-Listing Notification for Oral Interviews	9/13/2024
6	Oral Interviews and Demonstration of POC	Will be scheduled accordingly
7	Notice of Intent to Award	10/15/2024
8	Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.

## 2. Introduction and Background

### A. San Francisco Rent Board History

The San Francisco Rent Ordinance (SF Administrative Code, Chapter 37) was enacted on June 13, 1979 by the Board of Supervisors and signed into law by the Mayor as emergency legislation to ease the City's housing crisis. The Rent Ordinance authorized creation of the Residential Rent Stabilization and Arbitration Board (Rent Board) to administer the Rent Ordinance and related Rules and Regulations. The Rent Board supports tenants and landlords in San Francisco by providing information and resources on the Rent Ordinance. The Ordinance protects tenants from excessive rent increases and unjust evictions while assuring landlords fair and adequate rents, applying to approximately 250,000 residential units in San Francisco. To accomplish its mission, the Rent Board conducts rent arbitrations and mediations to resolve rent disputes, provides Alternative Dispute Resolution (ADR) mediation to San Francisco tenants, landlords, roommates, property managers and neighbors to help resolve their housing-related disputes, and investigates wrongful evictions. The department provides counseling by phone and in-person on subjects covered by the Rent Ordinance, interacting with thousands of members of the public each month. The Rent Board also carries out numerous administrative activities including regulating buyouts of tenancies, and evictions under the Ellis Act and based on owner move-in. In 2021, the Rent Board began collecting its own primary source of revenue, the Rent Board fee, and in 2022, for the first time, the Rent Board implemented an inventory of residential units in San Francisco, the Rent Board Housing Inventory. The Housing Inventory legislation requires the department to collect granular unit-level data across the City and County of San Francisco and issue licenses to property owners which allow them to impose annual allowable and banked rent increases.



### **3. Statement of Work and Requirements**

#### **A. The Rent Board Main Categories of Services**

On a high level, the Rent Board services are categorized in three main categories:

1. Case Management
2. Inventory Submission and Management
3. Fees and Transactions Management

This RFP is created to address the requirements for the “Case Management” module which is also referred to as “Phase 1” in this RFP. However, the Rent Board plans to extend the system/solution to cover the requirements for “Inventory Submission and Management” and “Fees and Transactions Management” as well, which are referred to as “Phase 2” in this RFP. Hence, the intended system must be able to cover various business scenarios for all three categories of services that the Rent Board provides to its stakeholders. By responding to this RFP, the proposers acknowledge that their proposed system/solution will be able to cover the “Inventory Submission and Management” and “Fees and Transactions Management” modules as well which MAY be defined in the next phases of this project either as an extension to this project or a new project. The proposers are also advised that the Rent Board reserves the right to NOT extend the project or define any new projects for the “Inventory Submission and Management” and “Fees and Transactions Management” modules.

#### **B. Summary of Existing Systems**

For case management, the Rent Board is currently using a legacy application which was built and customized on Claris FileMaker Pro framework. The existing system is a combination of FileMaker Client Version 19 and FileMaker Server Version 18 (these versions may be updated and change by the time that the project starts). The server is locally hosted and contains over 25 years of historic data. The client application is on-premises and requires an extensive level of manual labor to enter and manage data. While members of the public can view some database information via a public interface while on the local network at the Rent Board office, the

system lacks a true customer-facing, web-based User Interface to enable the customer to submit, track, and manage their cases with Rent Board.

To administer the Rent Board Housing Inventory (Inventory Submission and Management) and to collect the Rent Board Fee (Fee and Transactions Management), the Rent Board implemented the 3Di Engage Housing Inventory platform, which is a web-based platform and hosted on Amazon AWS Cloud. The URL to the system is

<https://portal.sfrb.org/FrontPortal/Page/RenderPage?tabId=20>.

### **C. Data Migration**

The intended system MUST support the migration of the Rent Board's legacy databases from its existing systems. The selected proposer must collaborate with the Rent Board's Subject Matter Experts (SME) to migrate the database and provide availability and access to the historic data in the new system.

### **D. High Level Scope**

The Rent Board plans to integrate all its services under one unified modular system, and seeks a vendor with an in-depth and verifiable experience in EITHER developing and deploying a web-based solution from scratch OR customizing, installing, maintaining and supporting a commercial off-the-shelf software (COTS), specially for government clients. The intended system MUST be web-based and hosted on the cloud and provide the Rent Board and all its stakeholders a seamless Any Time, Any Where, Any Device experience. The Rent Board expects that the selected system will receive regular updates according to the latest technology trends and will be supported and maintained by its vendor for at least 10 years after the contract execution and system deployment.

### **E. Project Phases and Timeline**

The Rent Board Modernization Project is defined in 2 phases as below:

1. Phase 1: Case Management

2. Phase 2:

- a) Inventory Submission and Management
- b) Fee and Transactions Management

The focus of this RFP is on the Phase 1 of Rent Board Modernization Project which will address the requirements of “Case Management” operations, where the second phase of this project (Phase 2) will include the “Inventory Submission and Management”, and “Fees and Transaction Management.” The intended timeline for the Phase 1 should not exceed 24 months; including development, testing, deployment of all phases, and training.

## F. The Primary Keys

All Rent board services are provided based on two Primary Datapoints:

- Assessor Parcel Number (APN):
- Site/Property Address

## G. Additional Information

The following is some additional information to assist the proposers with their project proposals.

*The proposers are advised that the additional information is provided at the highest level of Rent Board daily operations and business workflow. Each of Rent Board’s operations come with various business scenarios that the proposed system must be able to cover.*

1. Some Key Users/Roles/Security Groups (High Level)

- External Users
  - Property Owners (in various ownership forms and structures)/Landlords/Attorneys/Property Managers
  - Tenants/Subtenants
- Internal Users

- Rent Board Staff (various groups)
  - Rent Board Supervisors and Managers
  - Rent Board System Admin
- Inter-Departmental Users (Other City departments that should have access to the data)

## 2. Some key modules of the system (High Level)

- Phase 1
  - Online Registration and Role Management
  - Online Petition Filing, Case Management, and Petition Tracking
  - Document Capture and Management
  - Date and Time Stamping and Users' Log Management
  - Customizable Search Features (For both internal and external users based on their roles and security groups)
  - Mass Notice Generation
  - Hearing Scheduling and Hearing Calendar Management
  - Customizable Data Access Management (The availability of the system features and data based on the users' roles and security groups (Add, View, Edit, Delete))
  - Task Assignment and Notification Management
  - Reminders and Calendar Management
  - Commenting and Note Taking (for both internal and external users)
  - Contacts Management
  - Text Message and Email Notifications
  - Customizable Reporting
  - API With Other City Departments
  - Integration with Microsoft Office Suite (specifically, MS Outlook Calendar )
  - Integration with Microsoft Active Directory (Preferred)
- Phase 2
  - Online Inventory Submission and Management
  - Fee Calculations

- Fee and Transactions Management
- Online/Electronic Payment (Integration with the City-approved Payment Terminal)
- Mass License Generation
- Accounting and Finance Management (Internal User)
- Customizable Reporting
- API With Other City Departments

## **H. Budget**

The proposal should contain sufficient information for the Rent Board to build a detailed budget, and to accurately estimate a maintenance budget for post-project completion.

## **I. Quality Metrics**

Successful project implementation will be measured by Key Performance Indicators (KPI) in development, project management, testing, implementation, deployment, support, and maintenance.

## **J. Additional Items to be included in the response to this RFP**

### **1. Business Process Analysis**

The Rent Board expects the selected vendor to conduct an in-depth business process discovery and analysis prior to the development process. Hence, the proposer **MUST** allocate sufficient time and resources to explore and identify the Rent Board's business processes and workflow **AND** review them in collaboration with the Rent Board's Senior Staff and SMEs. The selected vendor must ensure that the development team has an accurate and detailed understanding of the Rent Board's existing business processes, and the Rent Board's requirements. The business process discovery does not necessarily mean the re-engineering of the business processes.

The Rent Board expects the selected vendor to provide documentation such as Business Requirements Document (BRD), or Functional Specifications Document (FSD), including Business Process Descriptions, Flowcharts and Diagrams prior to the development process. No feature or functionality should be developed or delivered prior to the approval of the business process documents. And the proposers must specify the estimated time and effort for the business process discovery phase in their responses to this RFP.

**2. Project Management Methodology**

The Rent Board prefers Agile or Hybrid Project Management Methodology depending on the development and deployment plan by the selected vendor. Vendors should provide their Project Management Methodology in their proposals and describe why they selected the proposed methodology and how it benefits the Rent Board and its project.

**3. Product Road Map and Releases**

Vendors MUST provide the product road map for 10 years with version numbers and release plans and dates. The scheduled release for the next 2 years must include the updates and changes that are planned for the product.

**4. Project Team Structure**

The vendors must provide the proposed Project Team Structure in their proposal and specify the roles and responsibilities of each team member that can include Project Manager, Business Analyst, Technical Lead, UX Designer, Developer, DevOps Engineer, Product Owner or Scrum Master, and other roles as the vendor sees fit.

## **4. System Requirements**

### **A. Source Code**

If the proposed software is being developed specifically for the Rent Board, the source code must be fully documented, modularized and commented, and provided to the Rent Board. Regular source code reviews will be required between the selected vendor and the Rent Board. Upon project completion, the consultant team will provide the Rent Board complete access to the source code and documentation of the source code developed for the Rent Board under this project.

The source code and documentation of the source code will be the exclusive and sole property of the Rent Board at no additional cost to the Rent Board beyond those costs paid to the contractor to develop the software on behalf of the Rent Board pursuant to this RFP.

### **B. Hosting and Data Center**

The Rent Board intends to host this system on the cloud. The host could be the City and County of San Francisco's SFCloud, managed by the Department of Technology's Cloud Center of Excellence, or other cloud providers. The proposers should be flexible in implementing the system on the Rent Board's cloud of choice and provide a breakdown of the hosting cost.

### **C. System Instances**

The vendor must set up multiple environments for this project, such as Development, UAT, and Production environments. The vendor should provide access to the Rent Board's SMEs to test all features and functionalities prior to deployment to the production environment. No feature or functionality can be deployed to production without the approval of the Rent Board's SME (or Product Owner(s) depending upon the project structure). The selected vendor must maintain and support the UAT environment as well as the Production environment during all phases of the project including development, delivery, and maintenance. The UAT environment must be the exact replica of the production environment to facilitate testing and troubleshooting during and after the project completion.

## **D. System Security and Microsoft Integration**

The Rent Board desires a system that:

- Provides account-based security capability for administrators to define different access levels to the tools, features and functionalities by user roles and security groups, including per department or unit and for external users,
- Will be able to integrate with Microsoft Active Directory (this is a preference, not a requirement),
- Comes with the ability to integrate with Microsoft Office 365 Outlook-based employee calendar and e-mail services for auto-notification purposes, and scheduling meetings, and
- Allows the password security options to ensure strong passwords, password expiration and password lockout features, and multi-factor authentication.

Vendors are recommended to provide their privacy and security standards in their responses to this RFP and add any security certificates for further review. The selected system should also comply and pass the security metrics that are created and governed by the Cyber Security Team with the Department of Technology with the City and County of San Francisco.

## **E. Accessibility Compliance**

The proposed system must meet all accessibility criteria and guidelines that are provided by the Committee on Information Technology (COIT) and the Department of Technology and Information Services (DTIS) with the City and County of San Francisco (CCSF). The requirements and guidelines are provided on the CCSF website and are accessible via this link:

<https://www.sf.gov/reports/november-2021/digital-accessibility-and-inclusion-standard>



The Rent Board will evaluate all proposals in a fair process and based on the criteria outlined under item “Evaluation and Selection Criteria.” The Rent Board reserves its right to:

1. Reject any proposal provided by any vendor in response to this RFP.
2. Cancel and/or discontinue the project with the selected vendor if the experience and expertise of the selected vendor is not appropriate, is irrelevant or has been falsified, or the provided service by the selected vendor does not meet the Rent Board’s expectations.

## **5. Happy Path Scenarios and Proof of Concept (POC)**

In order to provide the proposers with a better description and understanding of the business requirements, the Rent Board provides a Happy Path Scenario of its main services in this RFP.

The proposers are highly encouraged to include the architecture and design of the Happy Path Scenarios in their response to this RFP as Proof of Concept (POC). The implementation or prototyping of the Happy Path Scenarios can result in additional points in the vendor selection process.

### **A. Users**

#### **1. Internal Users**

- Rent Board Administrator (Rent Board Admin)
- Rent Board Clerk
- Rent Board Specialist 1 (colloquially known as Counselor)
- Rent Board Specialist 2 (Counselor 2)
- Hearing Coordinator
- Rent Board Administrative Law Judge (ALJ)
- Rent Board Senior Administrative Law Judge (Sr. ALJ)
- Rent Board Supervisor
- Rent Board Inventory and Fee Specialist

2. External Users

- Landlord 1
- Landlord 2
- Tenant 1
- Tenant 2

B. Account Creation and User Log In

1. Internal Users

The Rent Board Admin must have the ability to create accounts for all internal users. The required data points for creating the accounts are:

- a) First Name
- b) Last Name
- c) Email
- d) Role/Position
- e) Group

2. External Users

External users must be able to create accounts in the system. The Account Creation/Sign Up process should follow these steps:

1. Customer 1 navigates to Sign In/Sign Up page on the system on their browser of choice.
2. Customer 1 clicks on Sign Up button.
3. Customer 1 enters these data points to create an account:
  - a. First Name
  - b. Last Name
  - c. Username (Cannot be the same as email)
  - d. Email
  - e. Phone Number (optional)
4. The system sends an email confirmation to Customer 1's email to verify the account.

5. Customer 1 verifies their account via their email.
6. Customer 1 logs in to their account.

## C. User Navigation

### 1. External User

- 1) Customer 1 navigates to the Rent Board public website (sf.gov/rentboard) on their browser of choice and clicks on a button/link under the name of “Online Services” (The addition of this button to Rent Board Public Website will be done by the Rent Board’s Web Admin.)
- 2) Customer 1 lands on another page (Online Services page) which has the items below:
  - a) Sign In/Sign Up button at the top of the page
  - b) Multiple tiles/buttons which are labeled as:
    - i) Submit a Petition/Case Management
    - ii) Inventory Management
    - iii) Fee and Transaction Management

*\*Note: Other services are excluded from this Happy Path POC.*

## D. Case Management Module – Happy Path Scenario (Submit a Tenant Petition)

Petition Submissions should not require the users log in to the system. The users should be able to submit a petition both as a Logged-In User and a Guest User.

### 1. External User

- 1) On Online Services page, Customer 1 Clicks on “Submit a Petition” and is navigated to another page which gives them two options:
  - i) Submit a Petition As a Guest User
  - ii) Create an Account and Submit a Petition
- 2) Customer 1 creates an account on the Rent Board system (Required steps for creating an account are provided under item 5.B.)
- 3) Customer 1 logs in to the system and lands on their dashboard.
- 4) The dashboard should have:

- a) A header which includes:
  - i) Rent Board logo
  - ii) A search box which enables Customer 1 to search for an address or APN number and see all its associated records (petitions, inventory submission, licenses)
  - iii) My Account link or button that enables Customer 1 to update their account details such as name, email, and phone number.
- b) A Navigation Bar on the top which provides Customer 1 with multiple options such as:
  - i) Filings: This button should have 2 sub-menu buttons and when Customer 1 clicks/hovers on it, they should see the sub-menu buttons as below:
    - (1) Submit a New Petition: Takes Customer 1 to Submit Petitions page.
    - (2) My Filings: Navigates Customer 1 to a page which shows all their submitted filings.
  - ii) Inventory Management: This button should have 2 sub-menu buttons and when Customer 1 clicks/hovers on it, they should see the sub-menu buttons as below:
    - (1) Submit Inventory: Takes Customer 1 to Submit Inventory Page
    - (2) My Inventory Submissions: Navigates Customer 1 to all their Inventory Submissions.
  - iii) Transaction Management: This button should have 2 sub-menu buttons and when Customer 1 clicks/hovers on it, they should see the sub-menu buttons as below:
    - (1) Make A Payment: Navigate Customer 1 to the payment page
    - (2) My Transactions: Navigates Customer 1 to all their payments and transactions that they have made

*\*Note: The Nav Bar should be available on all pages that the customer navigates to.*

- 5) Customer 1 hovers over “Petitions” button, and clicks on “Submit a New Petition”.
- 6) Customer 1 is navigated to the petitions page which lists all of their Rent Board Petitions. For this POC just three petitions are enough to show up on the Petitions page:
  - a) Tenant Petition: The actual form should be created for this petition for this POC.
  - b) Petition 2: A blank link is sufficient for this POC.
  - c) Petition 3: A blank link is sufficient for this POC.

- 7) Customer 1 clicks on “Tenant Petition” and gets navigated to the “Tenant Petition” form.
- 8) Customer 1 enters the information that is required to submit a Tenant petition. The information to create this form are available for the POC via the URL below:

[https://www.sf.gov/sites/default/files/2023-10/516A%20Tenant%20Petition%2010.30.23%20Fillable\\_3.pdf?\\_gl=1\\*1ghbrxd\\*\\_ga\\*NTY2MzQ4MjYuMTcwNTUxOTg1Mw..\\*\\_ga\\_BT9NDE0NFC\\*MTcxMTA2MjMyMy42Ni4xLjE3MTEwNjIzODkuMC4wLjA.\\*\\_ga\\_63SCS846YP\\*MTcxMTA2MjMyMy42Ni4xLjE3MTEwNjIzODkuMC4wLjA](https://www.sf.gov/sites/default/files/2023-10/516A%20Tenant%20Petition%2010.30.23%20Fillable_3.pdf?_gl=1*1ghbrxd*_ga*NTY2MzQ4MjYuMTcwNTUxOTg1Mw..*_ga_BT9NDE0NFC*MTcxMTA2MjMyMy42Ni4xLjE3MTEwNjIzODkuMC4wLjA.*_ga_63SCS846YP*MTcxMTA2MjMyMy42Ni4xLjE3MTEwNjIzODkuMC4wLjA)

**Note:** List of all Rent Board forms is available via the URL below:

[https://www.sf.gov/reports/march-2024/rent-board-forms-forms-center?\\_gl=1%2Acwvvjm%2A\\_ga%2AOTM1MzgWNTU0LjE3MDMwMjkxMDE.%2A\\_ga\\_BT9NDE0NFC%2AMTcxMTQ2Nzg3Mi44MC4xLjE3MTE0NjgxMjguMC4wLjA.%2A\\_ga\\_63SCS846YP%2AMTcxMTQ2Nzg3Mi44MC4xLjE3MTE0NjgxMjguMC4wLjA](https://www.sf.gov/reports/march-2024/rent-board-forms-forms-center?_gl=1%2Acwvvjm%2A_ga%2AOTM1MzgWNTU0LjE3MDMwMjkxMDE.%2A_ga_BT9NDE0NFC%2AMTcxMTQ2Nzg3Mi44MC4xLjE3MTE0NjgxMjguMC4wLjA.%2A_ga_63SCS846YP%2AMTcxMTQ2Nzg3Mi44MC4xLjE3MTE0NjgxMjguMC4wLjA)

- 9) Customer 1 enters all information and submits the petition.
- 10) The petition should have an attachment feature where the user can upload/add supporting documents to their case. The system should be able to scan the attachments for security threats and identify the security risks. The supported formats for the attachments are PDF, JPEG, Docx, Xlsx (Note: additional formats will be allowed and required for the actual system).
- 11) Customer 1 receives an email confirmation that the petition was submitted with a link to track the status of the petition.
- 12) Customer 1 logs into the system and can see the submitted petition under their account’s dashboard with the data such as Petition Type, Status, Submitted Date.
- 13) Customer 1 can click on the submitted petition and see all the information previously entered.
- 14) Customer 1 is able to View or Withdraw the petition but is NOT able to Edit or Delete it.

## 2. Internal User

The dashboard for the internal users should have a different view than the external users. The Nav Bar for the internal users should have:

- a) Filings: This button should have 2 sub-menu buttons and when the internal users click/hover on it, they should see the sub-menu buttons as below:
  - i) Petitions: Opens all submitted petitions in a table/grid
  - ii) Appeals: Opens all submitted appeals in a table/grid
- b) Inventory Management: This button should have 2 sub-menu buttons and when the internal users click/hover on it, they should see the sub-menu buttons as below:
  - i) Property Inventory: Opens all submitted inventories in a table/grid
  - ii) Exemptions: Opens all submitted exemptions in a table/grid
- c) Fees and Transactions: This button should have 2 sub-menu buttons and when the internal users click/hover on it, they should see the sub-menu buttons as below:
  - i) Payments: Opens all submitted payments in a table/grid
  - ii) NSF Fees: Opens all NSF Fees in a table/grid
- d) Notification Button: Shows internal users the new tasks that are assigned to them.

*\*Note: The above items are provided at a high level for the design purposes for the POC.*

- 1) Rent Board Clerk logs into their staff account and lands on their dashboard.
- 2) Rent Board Clerk sees a notification under their dashboard that a new petition is submitted by Customer 1.
- 3) Rent Board Clerk can see all the submitted petitions under their dashboard and has the option to sort them based on type, date filed, assigned person, property address, APN, tenant name, landlord name (additional filters may be required for the actual system).
- 4) Rent Board Clerk has the options to Edit, Add a Note/Comment, Request Additional Information for any filing. If Rent Board Clerk clicks on Request Additional Information, Customer 1 receives an email with the details of the requested information and a link to access the submitted petition in the system to submit/upload the requested information.

- 5) Rent Board Clerk reviews the petition and changes the status to “Information Reviewed.”
- 6) The system sends a notification to the Rent Board Supervisor’s account and notifies them that a new petition has been submitted, and that the information submitted has been reviewed for initial sufficiency for filing.
- 7) Rent Board Supervisor logs in to their account and sees all the submitted petitions in their dashboard and has the option to sort them based on type, date filed, assigned person, property address, tenant name, landlord name, etc.
- 8) Rent Board Supervisor assigns the submitted petition to Rent Board Counselor 1.
- 9) The system sends a notification to the Rent Board Counselor 1’s account and notifies them that a new task is assigned to them.
- 10) Rent Board Counselor 1 logs into their account.
- 11) Rent Board Counselor 1 sees the notification that a case is assigned to them.
- 12) Rent Board Counselor 1 assigns the case to the Hearing Coordinator.
- 13) The system sends a notification to the Hearing Coordinator letting them know that a case is ready to be scheduled for hearing.
- 14) The status of the case should change to “To Hearing Coordinator”.
- 15) Hearing Coordinator opens Customer 1’s petition and clicks on the “Scheduler” button to schedule a hearing for the new case.
- 16) Hearing Coordinator should be able to see all ALJs calendar in the system.
- 17) Hearing Coordinator checks the schedules of ALJ 1, and ALJ 2.
- 18) Hearing Coordinator assigns Customer 1’s petition case to ALJ 1.
- 19) The system sends a notification to ALJ 1’s account that a new case is assigned to them. The entire petition with all attachments should be accessible to ALJ 1.
- 20) The system also sends an email notification to ALJ 1 with a meeting invite on Microsoft Teams.
- 21) ALJ 1 accepts the invites in their email and sees the meeting on their Outlook Calendar.
- 22) The system simultaneously sends an email to Customer 1 and any other parties listed in the petition with associated email addresses about the scheduled hearing with the link to the scheduled hearing.

- 23) The status of the case changes to “Hearing Scheduled” in the system.
- 24) Customer 1 receives the information about the hearing in their email (and via text message on the phone if they opted to receive updates via text).
- 25) After the hearing takes place, ALJ 1 logs into their account.
- 26) ALJ 1 uploads the decision in Word/pdf file in the system and assigns it to the ALJ Supervisor (Senior Administrative Law Judge) for review.
- 27) Senior ALJ reviews and approves the decision uploaded by the ALJ.
- 28) The case status changes to “Decision Approved”.
- 29) The system sends a notification to Rent Board Clerk that a decision is ready to be mailed out to Customer 1 and all the parties.
- 30) The status of the case changes to “Decision Ready” in the system.
- 31) Clerk 1 prints the decision in the system and mails it to Customer 1 and all parties to the case.
- 32) The status of the case changes to “Decision Mailed.”
- 33) The system sends an email (or text message) to Customer 1 that the decision is ready for their case.
- 34) Customer 1 logs into their account and sees the decision on their submitted petitions.  
Customer 1 can print the decision. The system also provides Customer 1 the ability to file an appeal on the decision.
- 35) If the customer does not appeal the case in 15 calendar days, the status of the case changes to “Completed.”

## **E. Inventory Management Module – Happy Path Scenario**

Proposers are advised that the Housing Inventory Management Module is NOT part of Phase 1 of this project. The provided scenario is for informational purposes only for future phases of the project.



1. External Users

Customers cannot submit into the Inventory without logging in to the system and having their APN verified. The Rent Board will provide the list of APNs to be imported into the system's database. (The existing database currently have approximately 200,000 APN records.)

- 1) The system should be able to generate a unique PIN code for each APN which will be accessible only to internal users.
- 2) The system should be able to generate an informational notice per parcel annually in October.
- 3) The system should store a copy of the generated notice in the system.
- 4) The system should be able to send all generated notices to the Rent Board's printing and mailing partner (ReproMail) to be mailed out to customers.
- 5) Customer 1 receives the informational notice in the mail.
- 6) On Online Services page, Customer 1 clicks on "Report into the Inventory."
- 7) The system navigates Customer 1 to the Sign Up/Sign In Page.
- 8) Customer 1 logs in to the system.
- 9) Customer 1 sees the option to submit the inventory on the Nav Bar.
- 10) Customer 1 clicks on "Report into the Inventory."
- 11) Customer 1 will be navigated to the Inventory Submission Form and enter:
  - a) Number of Bedrooms
  - b) Number of Bathrooms
  - c) Square Footage
  - d) Base Rent
  - e) Base Rent Including (Checkboxes Below):
    - i) Water/Sewer
    - ii) Refuse/Recycling
    - iii) Natural Gas
    - iv) Electricity
  - f) Occupancy Date (Date Selection)
  - g) Business Contact Information

h) Contact Information:

i) First Name

ii) Last Name

iii) Phone Number

iv) Email

i) Signature Line

12) Customer 1 clicks on Submit button.

13) The system saves all the submitted data to the parcel under Customer 1's account.

14) Customer 1 should be able to see all their submitted inventories through the Inventory Management.

## 2. Internal Users:

1) Rent Board Inventory and Fee Specialist logs into their account.

2) They click on Inventory Management and see all the submitted housing inventories in a table.

3) Rent Board Inventory and Fee Specialist has the option to edit the reported inventory submissions by the customers.

*\*Note: The Happy Path scenario for Housing Inventory Management is simplified for this POC.*

*The actual system will need to cover various scenarios for the Housing Inventory Management.*

## F. Fee and Transaction Management- Happy Path Scenario

Proposers are advised that the Fees and Transactions Management Module is NOT part of Phase 1 of this project. The provided scenario is for informational purposes only for future phases of the project.

Customers should be able to submit the fee as both a Guest User and Logged In User.

The system should be able to calculate the fees and generate invoices for all units in the database on an annual basis. The fee calculation comes with various scenarios that are not part of the POC, but the system should be able to perform all different calculation requirements.

- 1) Customer 1 receives the invoice in the mail and logs into the system.
- 2) On Online Services page, Customer 1 clicks on the Transaction and Fee Management tile/button.
- 3) Customer 1 will be navigated to a page which provides them two options:
  - a. Make a payment as guest
  - b. Log In
- 4) Customer 1 logs in to the system and on the Nav Bar clicks on Transactions Management and subsequently clicks on Make a Payment.
- 5) Customer 1 is navigated to the payment page and fills out the payment form with the datapoints below:
  - a. APN Number
  - b. Credit Card or Bank Account information
- 6) The system should be integrated with the City's approved payment portal for the payment processing.
- 7) Customer 1 makes the payment.
- 8) The system generates a payment successful message and stores the payment information such as transaction ID, APN, date and time and navigates the user back to their dashboard.

\*Note: The Fee Management and Payment Scenario is simplified for the POC of this RFP. There are various scenarios that can happen with the payment and the system should be able to cover all those scenarios.

## 6. Proposal Submission Requirements

### A. Proposal Due Date, Time, and Place

Proposals must be received by 8/16/2024 - 11:59 p.m. as indicated under item "1.B. Solicitation Schedule." Postmarks will not be considered in judging the timeliness of submissions.

### B. Organization of the Proposal

All proposals should be organized with separate tabs or sections and include the following items.

#### 1. Cover Letter

Provide a one-page cover letter on company letterhead which includes the address, voice and fax numbers, and e-mail address of the contact person or persons and an indication of who is authorized to represent the proposer in negotiations. Unless the proposer is an individual, all proposals must be signed with a firm, company, partnership, or entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit to the terms of the proposal.

#### 2. Firm Qualifications and Experience

- a. Provide a statement of qualifications for your organization, including an organizational chart, a statement of the size of the firm, a description of services provided by the organization, and a statement regarding the extent of experience and history providing the services requested by this RFP.
- b. Indicate the number of Full Time Employees (FTEs) that you plan to assign to this project if your company's proposal is selected.
- c. Indicate the number of resources that are employed by your company.
- d. List the professional qualifications for each individual that would be assigned to provide services requested by this RFP, including school of any applicable degrees, additional applicable training, and any professional certifications or licensing. You may also submit

a resume or CV for each such individual if the resume or CV includes all the requested information. Please note that the Rent Board reserves the right to conduct interviews with the assigned project manager and/or project team for this project.

- e. List the quality standards met by your organization and your product (if any).

### 3. Proposed Approach to Statement of Work (SOW)

All proposals should describe the proposed approach to the services required by the Department, as listed in SOW. Relevant considerations include the quality and feasibility of your approach to meeting the Rent Board's business needs, your plan to provide adequate resources (including planning for absences and back-up coverage, training, background checks, and monitoring, etc.), and equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

- a. Please attach a project plan, if appropriate, including project phases, milestones, and break-down as they will be used as part of the contract and payment plan; development and deployment plan; Testing and UAT plan; Training and Support plan; Maintenance and Disaster Recovery plan; and other relevant information and plans that describe the firm's qualification for this project.
- b. List your needs for physical space and/or equipment at the Department during this engagement, if any.
- c. Describe implementation services to get software deployed, configured, tested, and develop the training materials, and train the end users.
- d. Identify how you will meet all other aspects of the scope of work and related requirements listed and list any items you cannot provide.

### 4. Request to demonstrate the product/solution and the POC (Optional)

Any proposers that develop and/or implement the POC can request a time to conduct a demonstration. The submission of this request does not guarantee that the proposers will be granted the opportunity to demonstrate the POC. The Rent Board will thoroughly evaluate all

proposals and will consider all rating criteria to shortlist the proposers. Only shortlisted proposers will be granted the opportunity to demonstrate the product/solution and the POC.

**5. Cost to the Department for Solution Goods and Services**

All proposals should provide a detailed explanation for all costs associated with providing the proposed services.

**6. Proposal Format**

All proposals should have a table of contents, consecutively numbered pages, including any exhibits, charts, or other attachments. All proposals should adhere to the specified content and sequence of information described by this RFP.

**7. Claims and Violations Against Your Organization**

All proposals should list any current violations or claims against their organization and those having occurred in the past five years, especially those resulting in claims or legal action against their organization.

**8. References**

Provide a minimum of three client references for whom you have developed and implemented a solution and are currently providing ongoing support services of your implemented solution. Government and Public Service references are preferred. Make sure to include names of the organizations, date of solution implementation, a brief description of the solution and its implemented modules, name, e-mail, and phone number of the individuals in the client organization who were directly engaged in the project implementation (e.g project manager, product owner, product manager, business analyst), the status of the project (e.g. completed, ongoing, under maintenance and support, etc.), the development process (in-house development, customized of a commercial of the shelf product, etc.), platform (web-based, on-premises, PAAS, SAAS, etc.), and any other useful information.

**9. Statement of Compliance with Contractual Requirements**

All vendors must confirm that they comply with all requirements mandated by the City and County of San Francisco (CCSF) Office of Contract Administration (OCA), Committee on Information Technology (COIT), and Office of Cyber Security, Department of Technology (DTIS) and complete all necessary forms and receive approvals. Any vendor that does not pass the requirements mandated by any of the above-mentioned departments within CCSF will not be qualified for this bid and their responses to this RFP will not be considered.

For those areas in either City compliance or the sample contract, document those areas where the proposer would either need a waiver, contract modification, or would decline to accept the documented terms. Any exceptions to be taken to the enclosed exemplar must be submitted with the RFP response. Any exception taken after RFP response submission will not be considered by the Rent Board.

**10. Additional Information**

Please insert any additional information that you believe will be useful in presenting your capabilities and qualifications to the selection committee. You may include references or links to Internet sites. Please refrain from including video presentations or electronic PowerPoint presentations in your submission. Depending on the quantity of information submitted in this section, large quantity attachment may not be fully reviewed or considered in the selection process.

**C. Proposal Formats**

All proposers are recommended to study this RFP entirely and follow the steps on how to register as a City Supplier and obtain a Supplier ID. Additional details for this process are under item “11. Terms and Conditions for Receipt of Proposals” in this RFP.

The proposal can be delivered in two formats:

- (1) Soft Copy (Required and Preferred): A complete electronic (PDF preferred or Microsoft Word) version should be emailed to RNT.RFP@SFGOV.ORG (and RNT.RFP@SF.GOV)

- (2) Hard Copy (Optional): One copy, double-sided (duplex) printed three-hole punched copy in a three-ring binder of your proposal suitable for photocopying. Please do not bind your proposal with spiral binding or glue. You may use tabs or other separators within the document.

If a proposer prefers to deliver the hard copy of the proposals, it can be either delivered in person or mailed to the address below:

ATTN: Amir Omidvari – CIO of Rent Board

25 Van Ness Ave, Suite 320

San Francisco, CA 94102

The proposals should be delivered before the deadline indicated under item “1.B. Solicitation Schedule.”



## 7. Evaluation and Selection Criteria

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, the Rent Board/CCSF may require a proposer's representative to answer specific questions orally and/or in writing. The Rent Board/CCSF may also require a visit to the proposer's offices, other field visits or observations by CCSF's representatives, or demonstrations as part of the overall RFP evaluation. The most qualified individual/responsive individual or firm will be recommended to CCSF's City Administrator by the RFP Evaluation Committee.

Responses to this RFP must adhere to the format for proposals detailed in this RFP. The criteria in the evaluation will include the following criteria delineated below:

### Rating Criteria

No	Criterion	Description	Points
1	Firm Qualification and Experience and Expertise	Vendor verifiable experience in developing and/or customizing and implementing a web-based solution and the skills and expertise of its key resources	20
2	Background and Reference	Verifiable history and track record of successful implementation with other organizations, especially in the public sector. And reference checks with listed clients and possible interview with prospect project team members	10
3	Cost	Cost to the Rent Board for development, implementation, training, maintenance, and support	25
4	Duration, Timeline and Schedule	Project duration and vendor's ability to develop and implement the intended solution with its required features according to the proposed project schedule	25
5	Project Approach	Vendor's approach to the project, its Project Management Methodology, Project Team Structure, Project Plan, and Maintenance and Support plan	20
<b>Total</b>			<b>100</b>
*	<i>Proof of Concept</i>	<i>Development of the proof of concept scenarios, its architecture, User Experience (UX) and User Interface (UI) Design, Conformity and meet the requirements outlined in the POC scenario</i>	25
<b>Total with Additional Points for POC</b>			<b>125</b>

## 8. Project Success Criteria

Proposers are advised that the Project Success Criteria will be the Rent Board's metrics for releasing the payment to the selected vendor, the continuation of the project, and its completion.

### **Success Criteria**

No	Criterion	Description
1	Cost	This factor measures the total cost of the project against the proposed budget and the contract amount.
2	Timeline	This factor measures the length of the project against the proposed timeline, and the agreed upon duration in the contract.
3	Deliverables	This factor measures the quality of the finished product and the delivered items in each phase and will be measured by how much they meet the Rent Board's expectations, the requirements for each module, and the requested features and functionalities that will be outlined in the project scope.
4	Scope	This factor measures the successful delivery of the product and/or modules for each phase of the project and upon the project completion.
5	Resource Allocation and Management	This factor of measures how well the vendor or project manager allocates the resources to keep the team working toward the project objectives. And how experienced the project resources are to accomplish their assigned tasks in the project.
6	Rent Board Satisfaction	This factor evaluates the engagement and satisfaction of the Rent Board stakeholders with the project progress, project management, project team, and the product.

## 9. Contract Award Process

Proposers are advised to check item “1.B. Solicitation Schedule” of this RFP for the deadline of each step in the Contract Award Process.

The Request For Proposal (RFP) will be published under City’s Supplier Portal (<https://sfcitypartner.sfgov.org/pages/index.aspx>).

1. The Rent Board will hold a Pre-Proposal Conference as indicated under item “1.B. Solicitation Schedule.” This conference will be held online on Microsoft Teams platform. The link to this conference is:

[https://bit.ly/RNT\\_PreProposal\\_Conference](https://bit.ly/RNT_PreProposal_Conference)

**Microsoft Teams:**

Meeting ID: 279 896 119 43

Passcode: qYqHd6

**Dial in by phone**

Phone Number: +1 415-906-4659

Phone conference ID: 771 251 698#

2. The Rent Board will walk the proposers through the business processes at a high level at this meeting. The proposers can send their questions in writing to the Rent Board after the conference. The deadline for questions is indicated under item “1.B. Solicitation Schedule.” The Rent Board will not answer any questions in oral format or via telephone. Any questions may be sent/emailed in writing to:

Amir Omidvari – CIO, SF Rent Board

Email: [RNT.RFP@SFGOV.ORG](mailto:RNT.RFP@SFGOV.ORG) (and [RNT.RFP@SF.GOV](mailto:RNT.RFP@SF.GOV))

Address: 25 Van Ness Ave, Suite 320, San Francisco, CA 94102

3. Proposers must file a complete proposal by the time and date indicated under item “1.B. Solicitation Schedule”.
4. Proposals will be evaluated by Rent Board staff for completeness. Those that do not include all the required items indicated in this RFP will NOT be considered in further

processing steps. It will be the proposers' responsibility to ensure that the response to this RFP is complete and includes all the required items outlined in this RFP.

5. The Rent Board forms an RFP Evaluation Committee which will receive all submitted proposals.
6. The RFP Evaluation Committee will review the proposals and rank them based on the ranking criteria that is provided in this RFP. Firms determined to be in the competitive range will be shortlisted and selected for Oral Interview.
7. The shortlisted proposers that submitted the request to demo the POC will be scheduled for the demo. Proposer(s) will be contacted directly that are invited to continue in the selection process.
8. The RFP Evaluation Committee, after completion of both the written and oral interviews will make a final determination of ranking.
9. The Rent Board will commence contract negotiations with the highest-rank proposer. The selection of any Proposal shall not imply acceptance by the City of all terms of the Proposal, including compensation, which may be subject to further negotiation and approvals. If a satisfactory contract cannot be negotiated in a reasonable time, the Rent Board, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest rank proposer.
10. The Rent Board intends to award this contract to the proposer that it considers will provide the best overall combination of services. The Rent Board reserves the right to reject any Proposer that is not responsive to this RFP.

## 10. Supporting Documentation Required Prior To Contract Execution

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

RSD 1	Evidence that Proposer is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
RSD 2	Fidelity Bond: The selected Proposer will be required to furnish and maintain throughout the term of this contract a blanket fidelity bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than \$50,000 with any deductible not to exceed \$5,000 and including City as additional obligee or loss payee as its interest may appear.
RSD 3	Performance Bond: The selected Proposer will be required to furnish a performance bond on the form furnished by City, in a sum of not less than one third of the contract amount to guarantee the faithful performance of this contract. The bond must be approved as to sufficiency and qualifications of the surety by the Controller. The bond must be renewed annually for multi-year contracts.
RSD 4	<p>Non-Profit Entities: If Proposer is a non-profit organization and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds:</p> <p>(1) a statement describing Proposer’s efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and</p> <p>(2) a summary and disposition 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. If no such complaints were filed, the Proposer shall include a statement to that effect.</p> <p><i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection</i></p>

	<i>of the Proposal and/or termination of any subsequent agreement reached on the basis of the Proposal.</i>
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### A. Insurance AND/OR Bonds

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to the City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection). The proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

### B. City's Social and Economic Policy Requirements

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social and Economic Policy Requirements"). Proposers are encouraged to carefully review these requirements. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

#### 1. Nondiscrimination Requirements

A Proposer selected pursuant to this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of

bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132.

**2. Payment of Prevailing Wages**

Services to be performed by an awarded Contractor under this Solicitation will involve the performance of work covered by San Francisco Labor and Employment Code Article 102 (collectively, "Covered Services"), which will be incorporated into the agreement with the selected proposer and will apply to any Covered Services performed by Contractor and its subcontractors.

**3. Health Care Accountability Ordinance (HCAO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121. For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

**4. Minimum Compensation Ordinance (MCO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section.

**5. First Source Hiring Program**

A Proposer selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code.

**6. Non-Profit Entities**

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



## 11. Terms and Conditions for Receipt of Proposals

### A. How to Register as a City Supplier

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

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

<https://sfcitypartner.sfgov.org/pages/index.aspx>

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- City Business Tax Registration Inquiries: For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- Equal Benefits Program Inquiries: For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

### B. Proposal Questions and Submissions

#### 1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date. A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted

on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

### **C. Objection to RFP Terms**

Should a proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, not more than 10 (ten) calendar days after the RFP is issued, provide written notice (email or mail) to the Department at the above address 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 Notice**

The Department reserves its right to modify the RFP, prior to the proposal due date, by issuing a Change Notice which will be posted on City's Supplier Portal (<https://sfcitypartner.sfgov.org/pages/index.aspx>) . The proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Rent Board prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the proposer check the website frequently, including shortly before the proposal due date, to determine if the proposer has downloaded all Change Notices. Note that the Rent Board reserves the right to evaluate proposals based on each vendor's submitted materials. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by CCSF. The evaluation team will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating vendor experience or proposed methodology unless doing so is in the Rent Board's best interest. You may submit additional materials or reference online information in your proposal if you wish, but these will not necessarily be considered during the proposal evaluation process.

## 12. Other terms

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

### A. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

### B. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate

solely AND in writing (email or mail) with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

### **C. Proposal Selection Shall not Imply Acceptance**

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

### **D. Cybersecurity Risk Assessment**

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

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

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

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified,

City may afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

#### **E. Solicitation Errors and Omissions**

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

#### **F. Objections to Solicitation Terms**

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

#### **G. Protest Procedures**

##### **1. Protest of Non-Responsiveness Determination**

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

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

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

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

**3. Protest of Contract Award**

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

**4. Delivery of Protests**

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

## **H. Proposal Term**

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

## **I. Revision to Proposal**

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal Due Date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

## **J. Proposal Errors and Omissions**

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

## **K. Financial Responsibility**

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

#### **L. Proposer's Obligations under the Campaign Reform Ordinance**

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

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

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

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

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

#### **M. Reservations of Rights by the City**

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



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

#### **N. No Waiver**

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

#### **O. Other**

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
  - a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
  - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an

abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.