

**City and County of San Francisco  
Human Services Agency**

**Request for Proposals #1025 for:**

**San Francisco ECE Workforce Compensation Initiative  
Fiscal Agent and Administrator**



Request for Proposals Issued:  
Pre-Proposal Conference:  
Deadline to Submit Proposals:

April 18, 2022  
April 21, 2022 at 10:30am  
May 13, 2022 by 3:00pm

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### **Attachments**

Attachment 1: Agreement for Professional Services (form G-100)

Attachment 2: Budget Forms

## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

The Office of Early Care and Education (OECE) and First 5 San Francisco Children and Families Commission (F5SF) will unite under a new Department of Early Childhood (DEC) effective July 1, 2022. Summer 2022 marks the official unification of the Office of Early Care and Education (OECE) and First 5 San Francisco Children and Families Commission (F5SF) under a new Department of Early Childhood (DEC). This integrated department will be dedicated to the early care and education, health, and well-being of San Francisco's youngest residents, children under the age of five, and their families. The departments are working jointly towards a multi-year strategic and spending plan that enables the city of San Francisco to provide a strong early learning and care foundation that supports the whole child in school and lifelong success.

DEC's purpose is to elevate the importance of early childhood, ensuring that every child reaches their full potential. DEC will focus attention to the wide ranging issues and challenges that families with young children face from the prenatal period through the early childhood years. DEC's purpose is to elevate public attention to the wide-ranging issues and challenges faced by parents and their children in San Francisco from the prenatal period through the early childhood years. Our partnership with other public agencies and community organizations will focus on equity-centered solutions that make our city the best place in the nation to raise young children.

DEC is committed to the creation of an early childhood system in San Francisco designed to eliminate racial disparities in both opportunities and outcomes. The City and County of San Francisco has adopted racial equity and countering institutional racism as a priority in local decision-making. This work will also seek out innovative science and research to advance early educational equity and ensure San Francisco children have early learning opportunities in high quality programs.

#### **1. General**

The San Francisco Human Services Agency (SF-HSA), Office of Early Care & Education (OECE), and First 5 San Francisco Children Commission (F5SF) announces its intent to seek proposals from organizations interested in contracting to serve as a fiscal agent and administrator of the SF Early Care and Education Workforce Development and Compensation Initiatives. The ECE Workforce Development and Compensation Initiative is designed to ultimately result in improved outcomes for children in San Francisco through the support of a well-compensated, stable, and supported ECE workforce. There are four separate initiatives that will be implemented in a phased approach:

1. Workforce Compensation (implementation July 2022)
2. Workforce Benefits (estimated implementation September 2022)
3. Working Conditions (estimated implementation December 2022)
4. Educational Pathways (TBD)

The administrator/fiscal agent will ensure fund distribution and monitoring to the programs participating in the workforce compensation initiatives; with an estimated annual disbursement of \$40M progressing to approximately \$60M as new initiatives are implemented.

## 2. Background

On June 5, 2018, the San Francisco electorate passed Proposition C (Prop C), a Commercial Rent Tax for Child Care and Early Education, by authorizing an additional tax on commercial property/leases with annual gross receipts over \$1 million; excluded from this tax are nonprofits and other small businesses.

In December 2018, a City Ordinance passed amending the Administrative Code to establish the Early Care and Education for All Initiative, funded by appropriations from the Babies and Families First Fund. This ECE for All Initiative called for a nine-month planning process and charged the Office of Early Care and Education (OECE) to engage community to create a spending framework for the first five years of Prop C funding. The language in the ordinance provided guidance for uses of the funds to reflect the language included in the original ballot measure, including:

- *Providing financial support for measures to increase the compensation of early care and education professionals and staff by not less than 10%, with an ultimate goal of achieving parity in compensation with K-12 educators who have commensurate experience, in a manner designed to improve the quality and availability of early care and education;*
- *Undertaking other measures designed to improve access to quality early care and education services that support the physical, emotional, and cognitive development of San Francisco children under the age of six.*

The ECE Workforce Development and Compensation Initiatives are designed to address Early Care and Education (ECE) program quality and workforce retention and compensation pressures in city-funded early learning programming. Workforce stability and wellbeing will ultimately lead to improved outcomes for young children in San Francisco.

## 3. Diversity, Inclusion, and Racial Equity

The San Francisco Human Services Agency, Office of Early Care & Education, and First 5 San Francisco are committed to a culture of inclusion. Everyone should have what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin. Our departments believe a diverse and inclusive workforce produces more creative and innovative outcomes for the organization, and ultimately, the children and families we serve.

We are committed to addressing systemic racism that produces disparate outcomes, especially for people of color and the impact of governmental services can have by advancing racial equity in all aspects of our work, ensuring access to services and providing support to our communities by ensuring their ability to succeed and thrive.

We seek partnerships with organizations and businesses that share our values in their organizational culture and program services. Our departments, via our contracted partners, can further advance efforts to address racial equity and inclusion across San Francisco.

Request for proposals respondents must clearly demonstrate how these values are exemplified in their organizational and program operations. This should include a description of the organization's plans, strategies, and activities to address racial equity and inclusion among staff and program participants, as well as internal controls that regularly reviews current practices through the lens of racial equity and inclusion to identify areas of improvement.

Additional examples of information to be provided include: the organization’s mission and/or inclusion statements, non-discrimination documents, and/or other supporting documents, community outreach plans, staff training activities on racial equity, and a description of or data on the demographics of staff and program participants.

**4. Selection Overview**

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

**B. Anticipated Term**

A contract awarded pursuant to this Solicitation shall have a tentative initial term of three (3) years from July 1, 2022 to June 30, 2025, subject to annual availability of funds, annual satisfactory contractor performance, and need of the department. SF-HSA, OECE, F5SF and DEC have the sole, absolute discretion shall have the option to extend for 2 additional years for a total of 5 years; and also reserves the right to enter into grants of a shorter duration.

**C. Anticipated Not to Exceed Amount**

The total estimated annual funding for this RFP is approximately \$3,000,000 per year, which may increase or decrease depending on funding availability and need. The funding sources to provide the services will include local general fund dollars and state grant funding. Payment for all services provided in accordance with provisions under this contract shall be contingent upon the availability of funds. The City shall not guarantee any minimum amount of funding for these services. Contract amendments and changes to the scope of work may be required as ECE teachers increase their educational attainment making them eligible for additional compensation/stipend amounts, and/or programs increase their tier level by serving additional target population children.

**D. Solicitation Schedule**

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change.

<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	April 18, 2022
Pre-Proposal Conference	April 21, 2022- @ 10:30am-11:30am
Deadline for Written Questions	April 25, 2022- by 12:00pm
Deadline to Submit Proposals	May 13, 2022- by 5:00pm
Tentative Evaluation of Proposals	May 20, 2022
Tentative Notice of Contract Award	May 27, 2022

**E. Limitation of Communications During Solicitation**

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors,

representatives and/or other parties under Proposer’s control, shall communicate solely with the Contract Manager whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Manager whose name appears in this Solicitation (Section VI. B.) – 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.

**F. Definitions**

DEC	Department of Early Childhood
DHS	San Francisco Department of Human Services
ECE	Early Care and Education
ELS	Early Learning San Francisco program
FCC	Family Child Care
MQs	Minimum Qualifications
SF-HSA	San Francisco Human Services Agency

**G. Target Population**

Early Care and Education programs and agencies that have been awarded San Francisco ECE Workforce Compensation Initiative grant(s).

**II. SCOPE OF WORK**

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Contractors should use this description when designing their proposed programs. However, contractors may suggest modifications and/or additions that will, in their estimation, make the program more feasible or effective. The description below outlines the key program elements and services the selected vendor(s) will provide.

**A. Description of Services**

The description below details some of the components of administration and fiscal agent services for the San Francisco ECE Workforce Development and Compensation Initiative. Contractor will conduct transactions and services on behalf of the Department of Early Childhood for the ECE Workforce Development and Compensation Initiatives to help ensure the efficient and effective administration and operation of applicable grants.

In coordination with DEC, Contractor will administer grants and distribute, as funding allows, the grant awards based on the locally established funding formula to support eligible ELS programs, based on teacher qualifications as verified through the CA ECE Workforce Registry.

Contractor will:

- Distribute funds as directed by DEC.
- Work with DEC to assess program measures, including funding uptake, issuance challenges, and funding outcomes on the ECE workforce
- Collect and track data, including, but not limited to staff education, wages, and staff retention for ELS funded programs via data systems including, but not limited to, the CA ECE Workforce Registry.
- Ensure that collected data is accurate and current.
- Routinely verify data

- Highlight areas where data systems are obstacles in the avoc and in collaboration with DEC troubleshoot and implement solutions
- Refer participants in need of data systems support to resources, including but not limited to Help Desk operated by Children’s Council of San Francisco
- Administer and monitor grant fiscal portion by:
  - Reviewing and monitoring programs’ financial information related to workforce compensation
  - Updating grant amounts as applicable
  - Issue payments for grants awarded to programs
- Communicate with programs regarding payments and reporting requirements of the initiative.
- Identify capacity gaps and needs of programs and provide technical support to them regarding the grant awards, including required data systems/entries., Utilize feedback, experience, and relevant data to guide continuous program improvement to reduce the administrative burden on programs.
- Work closely with DEC to coordinate services provided through this contract.
- Establish a project plan with timelines and parties responsible for implementing the steps of setting up the new grant administration and fiscal agent system.
- Maintain a process to monitor for changes in programs’ qualifications and eligibility criteria and adjust award accordingly.
- Provide administrative monitoring of funded programs, including timely reporting and adherence to compliance requirements.
- Maintain a process to address specific issues related to grants (e.g. allowable expenditures, fund adjustment).
- Develop a methodology to store and provide information electronically in a timely manner so that it is readily available to multiple users.
- Distribute funds for a variety of workforce initiatives on behalf of and under the specific direction of the Department of Early Childhood to qualified ELS programs and/or individuals.
- Tracking and reporting on payments and tax information, determining funding eligibility, customer payment support, ad-hoc data reporting, and the development and maintenance of the data systems necessary to facilitate accurate and timely payments and reporting.
- Contractor may also conduct transactions on behalf of DEC upon direction from the contract manager for payments associated with miscellaneous, one-time-only services.

**B. Objectives**

Respondents should state in measurable, quantifiable terms the service and outcome objectives they will achieve in providing these services. The major purpose of objectives is to measure quantity, quality, and impact of services. In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program’s evaluation plan. The objectives should be specified in the proposals to match the services to be provided.

In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program’s evaluation plan. The objectives should be specified in the proposal and match the approaches/services to be provided.

1. **Services Objectives**

As part of the proposal, the respondent should demonstrate effective performance management and must develop specific service objectives focusing on implementing and measuring the activities of the work. Respondents should state in measurable, quantifiable terms, the approaches they will use to ensure this initiative is successful.

[\[Insert Service objectives\]](#)

2. **Outcomes Objectives**

As part of the proposal, the respondent is required to demonstrate effective performance management with specific Outcomes Objectives, focusing on measuring the impact of service delivery strategies. Both quantitative and qualitative analysis will measure program efficiency and effectiveness. Respondents should state in measurable, quantifiable terms the outcome objectives they will achieve. The major purpose of objectives is to measure quantity, quality, and impact of services.

The San Francisco Early Care & Education Workforce Development and Compensation Initiatives is a cornerstone strategy in DEC’s mission to improve outcomes for young children and their families in San Francisco, and respondents are expected to participate in and contribute to DEC’s evaluation plans for these initiative. DEC is implementing these initiatives on research-based findings that affirm a stable, highly-qualified, and well-compensated early educator workforce contributes to better child outcomes. The Workforce Compensation Initiative is designed to minimize staff turnover by striving to ensure living wages for educators, so that children and families can build trusting, supportive relationships with them over the longer term. The Initiative also rewards educators for attaining additional education and certifications to build their knowledge and skills, so that they can better facilitate children’s cognitive, social, emotional, and physical development. The Initiative aims to retain or enhance the rich racial/ethnic and linguistic diversity of San Francisco’s early educator workforce, which is essential to building strong partnerships with the city’s diverse families. While DEC will not necessarily hold respondents accountable for these final outcomes for children and families, successful applicants will play an essential role in tracking key outputs, workforce characteristics, and intermediate outcomes needed to improve implementation and track progress over time.

[\[Insert Outcome Objectives\]](#)

### **C. Reporting Requirements**

- a) Monthly, Quarterly and Annual Reports will be entered into the Contracts Administration, Reporting, Billing Online system
- b) Reporting content will be agreed upon during negotiation and will be based on the described methods for data collection, documentation, reporting, and service and outcome objective data.
- c) Ad-hoc reports will be made available upon request from DEC and/or the City within 24 hours (1 business day).

## **III. SUBMISSION REQUIREMENTS**

### **A. Time and Place for Submission of Proposals**

Proposers shall submit one (1) electronic pdf copy of the proposal to HSARFP@sfgov.org. Electronic file title should include RFP number, agency name, number of files submitted i.e. 1 of 4. Proposals must be received by 5:00 p.m., on May 13, 2022. Late submissions will not be considered. Supplemental documents or revisions after the deadline will not be accepted.

**Department staff will confirm receipt of all Respondent submissions within one (1) working day after the deadline for receipt noted above.**

### **B. Format**

Proposals must be created using a word processing software (e.g. Microsoft Word, Corel WordPerfect, LibreOffice, FocusWriter, etc), text should be unjustified (i.e., with a ragged-right margin) using a 12 point serif font (e.g. -Times New Roman, and not Arial), and page margins should be at least 1” on all sides (excluding headers and footers).

### **C. Content**

Organizations interested in responding to this RFP must submit the following information, in the order specified below. All proposals for funding must be developed using the format below. This is necessary so that all proposals can receive fair and equal evaluation. Proposals not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between proposals by the Proposal Evaluation Panel. The Respondent must ensure that the proposal addresses the Selection Criteria.

#### **1. Table of Contents**

Each proposal package should contain a complete table of contents showing page numbers. All pages in the package must be numbered consecutively, and major sections must be indexed.

#### **2. RFP Cover Page – (use form provided in Section XI)**

Submit the cover page signed by a person authorized to obligate the organization to perform the commitments contained in the proposal. Submission of this document will constitute a representation by the organization that the organization is willing and able to

perform the commitments contained in the proposal.

**3. Minimum Qualifications – up to 3 pages**

All agencies submitting proposals for funding must provide a *Minimum Qualifications Narrative* describing in detail how the proposing agency meets each of the Minimum Qualifications. Any proposals failing to demonstrate these qualifications will be considered non-responsive and will not be eligible for proposal review or award of contract. (refer to section IV, Item A)

**4. Contracts (both public and private) – up to 2 pages**

Agencies should submit a statement listing relevant contracts with a description of the services which have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract, including details and dates. Include any unresolved and/or outstanding findings from any program or fiscal/compliance visits done by the City. If no outstanding issues, provide a statement that your agency is in full compliance with program and fiscal monitoring. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.

**5. Program Approach – up to 10 pages**

Description of your agency's specific program approach to deliver the services proposed in this RFP. In addition, please address the following:

- a) Description of your agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs in this RFP (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives).
- b) Identify any subcontractors and describe their responsibilities in the delivery of services.
- c) List and explain the specific service and outcome objectives to be accomplished and how they will be measured.
- d) Describe methods for data collection, documentation, and reporting on service and outcome objectives.

**6. Organizational Capacity – up to 5 pages (not including resumes/job descriptions)**

Description of your agency's ability to deliver the services proposed in this RFP. In addition, please address the following:

- a) Staffing Plan – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management. Attach job descriptions and resume of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval. Clearly identify whether services will be performed by existing staff or by proposed staff.
- b) Description of agency experience and staff skills related to working with the identified target population and program design.
- c) Service Site Plan – Describe the plan for location and hours of services and how target caseload capacity will be accommodated.
- d) Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved.

**7. Fiscal Capacity (Budget) – up to 4 pages (excluding justification, cost allocation plan and audited financial statement)**

Please refer to the instructions outlined in Section XIII and use only HSA, OECE, F5SF, or DEC approved budget forms. Provide Cost Allocation Plan and current audited financial statements.

The SF Human Services Agency, Office of Early Care & Education, First 5 San Francisco, and Department of Early Childhood (effective July 1, 2022) intends to award this contract to respondents that it considers will provide the best overall program services at a reasonable pricing structure. We reserve the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Using the budget forms, please provide the direct expenses for all proposed costs to be supported through this contract. Respondents must also provide a budget narrative that clearly explains the basis for each expense listed on the budget forms.

**8. Service and Outcomes Objectives—up to 2 pages**

Please refer to Section B Objectives above.

**9. Completed Page Number Form (refer to Section XII)**

**IV. PROPOSAL EVALUATION CRITERIA**

**A. Minimum Qualifications (Pass/Fail)**

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

<b>MQ #</b>	<b>Description</b>
<b>MQ1</b>	Respondent has a minimum of 3 years of experience providing fiscal agent and administration or similar services in the public/private sector on behalf of entities with gross revenues of a minimum of \$5,000,000 annually.
<b>MQ2</b>	Respondent must have a comprehensive database and reporting system in place to provide accounting details and transaction reports. An on-line client interactive system is preferred.
<b>MQ3</b>	Respondent has demonstrated experience implementing increasingly more complex initiatives over-time within the scheduled deadlines of the project or program.
<b>MQ4</b>	Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.
<b>MQ5</b>	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.
<b>MQ6</b>	Respondent must be able to meet the City’s requirements for liability and bonding coverage in the minimum amount of one million dollars.
<b>MQ7</b>	Respondent does not currently receive city funding to provide direct early care and education services to children ages 0-5 in San Francisco.

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Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the contract.

**Please note:** Agencies submitting proposals that have previously been contracted by the City and County of San Francisco and/ or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this RFP. **Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFP.** A letter self-verifying compliance is acceptable.

## **B. Selection Criteria**

The proposals will be evaluated by a selection committee comprised of parties with expertise in the service areas identified in this RFP. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

### Total Possible Points: 100

#### Program Approach (35 points)

- 1) Does the respondent clearly describe the agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP? (20 points)
- 2) Does the respondent describe specific service and outcome objectives to be accomplished and how they will be measured? Does the respondent include an explanation of methods for data collection, database management, documentation, and reporting on service and outcome objectives? (15 points)

#### Organizational Capacity (30 points)

- 1) Does the respondent demonstrate the management/supervisory infrastructure, and administrative/financial capacity to deliver the proposed services? (10 points)
- 2) Based on the experience and qualifications, do the staff of the organization have the necessary skills, training, and experience to successfully provide the services outlined in the RFP? Is the program sufficiently staffed to complete the scope of work? (10 points)
- 3) Does the agency have documented experience and a history of successfully providing the type of programming and/or services described in the RFP and/or demonstrated ability to implement new programming and/or services. Has the organization recently completed projects that successfully met all reporting requirements within a specified timeline? (10 points)

#### Fiscal Capacity (35 points)

- 1) Are the overall costs reasonable, and competitive with other proposals? Are specific costs are reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (25 points)
- 2) The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (10 points)

## **V. PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD**

### **A. Pre-Proposal Conference**

Proposers are encouraged to attend a Pre-Proposal Conference on April 20, 2022, at 11:00am via teleconference. See bid announcement for details on how to join this meeting. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

### **B. Contract Award**

The Human Services Agency will select a proposer with whom Agency staff shall commence contract negotiations. The selected proposal will be part of the final contract and will be used as a starting point for contract negotiations. 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 negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the Human Services Agency, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

### **C. Written Questions and Requests for Clarification**

Proposers are encouraged to submit written questions before the due date stated in Section I.D. to the individual designated in Section VI.B. All questions will be addressed and any available new information will be provided in writing via email to proposers. All written questions must be submitted on or prior to April 22, by 3:00pm.

## **VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. Solicitation Errors and Omissions**

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

### **B. Inquiries Regarding RFP**

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP, must be directed to:

Candace Gray  
Office of Contract Management  
San Francisco Human Services Agency  
1650 Mission Street, Suite 500

### **C. 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, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### **D. Solicitation Addenda**

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

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

### **E. Proposal Term**

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 negotiations.

### **F. 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 deadline 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.

### **G. Proposal Errors and Omissions**

Failure by the Department 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.

## **H. 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.

## **I. 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.

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

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

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

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

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1)

negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

#### **K. 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.

#### **L. 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.

#### **M. Local Business Enterprise Goals and Outreach**

Due to county and state funding for these services, LBE bid discounts will not be used in this RFP.

#### **N. 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.

## **VII. CITY'S SOCIAL POLICY REQUIREMENTS**

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

### **A. Proposers Unable to do Business with the City**

#### **1. Generally**

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

#### **2. Administrative Code Chapter 12X**

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies.

#### **3. Administrative Code Chapter 12B**

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

### **B. Health Care Accountability Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health

benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section.

### **C. Minimum Compensation Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>.

### **D. First Source Hiring Program**

A proposer selected pursuant to this solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this agreement and an awarded proposer is subject to the enforcement and penalty provisions in Chapter 83.

### **E. Contractor Vaccination Policy**

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 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.

## VIII. CONTRACT REQUIREMENTS

### A. Contract Terms and Negotiations

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. **City's Proposed Agreement Terms are not subject to negotiation.** Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

### B. 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.

## C. Insurance Requirements

1. Types and Amounts of Coverage. Without limiting Grantee's liability, Grantee shall maintain in force, during the full term of the grant agreement, insurance in the following amounts and coverages:
  - a. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
  - b. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and
  - c. Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

If professionals are used as part of the grant agreement, professional liability will be required:

- d. Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

Grantees that will provide technology type services must provide Technology Errors and Omissions Liability insurance. Limits of insurance may be increased according to the Scope of Work, risk, and amount of contract:

- e. Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
  - i. Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, confidential social service information, protected health information or other personally identifying information, stored or transmitted in electronic form;
  - ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
  - iii. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer

related property and the data, software, and programs thereon.

2. Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
  - a. Name as additional insured City and its officers, agents and employees.
  - b. Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
3. Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
4. Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
5. General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
6. Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above.

Failure to maintain insurance shall constitute a material breach of this Agreement.

7. Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
8. Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.
9. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
10. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

#### **D. Compliance with Other Laws**

Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of the grant Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

### **IX. PROTEST PROCEDURES**

#### **A. 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.

#### **B. Protest of Contract Award**

Within five (5) 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.

### **C. 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 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. All protests must be received by the due dates stated above. Protests must be delivered to:

Executive Director  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120  
[Trent.Rhorer@sfgov.org](mailto:Trent.Rhorer@sfgov.org)

## **X. STANDARD FORMS**

### **A. How to become Eligible to Do Business with the City**

Before the City can 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. How to Register as a City Supplier**

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

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

<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 Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

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

**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 email 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. Supplemental Forms**

Form:	Required If:
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 solicitation requires the successful proposer to demonstrate proof of insurance.
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/>.

**XI. RFP COVER PAGE**

**NAME OF ORGANIZATION(S):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DIRECTOR:** \_\_\_\_\_

**PHONE/FAX#:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**FEDERAL EMPLOYER #:** \_\_\_\_\_

**ANNUAL AMOUNT(S) REQUESTED:** \$ \_\_\_\_\_

I understand that the San Francisco Human Services Agency (SF-HSA) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract has been signed by both parties and approved by all applicable City Agencies. Submission of a proposal signifies that the proposed services and prices are valid for 120 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.

Signature of authorized representative(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit an electronic copy to [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org).

## XII. PAGE NUMBER FORM

This form is to assist the review panel in finding the information in the Proposal that corresponds to the evaluation criteria. For each item listed below, please list the page number(s) where the reviewer may find the answer(s) to the criteria.

<b>Evaluation and Selection Criteria</b>		
	<b>Minimum Qualifications</b>	Page Number(s)
MQ1	Respondent has a minimum of 3 years of experience providing fiscal agent and administration or similar services in the public/private sector on behalf of entities with gross revenues of a minimum of \$5,000,000 annually.	
MQ2	Respondent must have a comprehensive database and reporting system in place to provide accounting details and transaction reports. An on-line client interactive system is preferred.	
MQ3	Respondent has demonstrated experience implementing increasingly more complex initiatives over-time within the scheduled deadlines of the project or program.	
MQ4	Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.	
MQ5	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.	
MQ6	Respondent must be able to meet the City's requirements for liability and bonding coverage in the minimum amount of one million dollars.	
MQ7	Respondent does not currently receive city funding to provide direct early care and education services to children ages 0-5 in San Francisco.	
<b>Program Approach (35 points)</b>		
A1.	Does the respondent clearly describe the agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP? (20 points)	
A2.	Does the respondent describe specific service and outcome objectives to be accomplished and how they will be measured? Does the respondent include an explanation of methods for data collection, database management, documentation, and reporting on service and outcome objectives? (15 points)	
<b>Organizational Capacity (30 points)</b>		
B1.	Does the respondent demonstrate the management/supervisory infrastructure, and administrative/financial capacity to deliver the proposed services? (10 points)	
B2.	Based on the experience and qualifications, do the staff of the organization have the necessary skills, training, and experience to successfully provide the services outlined in the RFP? Is the program sufficiently staffed to complete the scope of work? (10 points)	
B3.	Does the agency have documented experience and a history of successfully providing the type of programming and/or services described in the RFP and/or demonstrated ability to implement new programming and/or	

	services. Has the organization recently completed projects that successfully met all reporting requirements within a specified timeline? (10 points)	
	<b>Fiscal Capacity (35 points)</b>	
C1.	Are the overall costs reasonable, and competitive with other proposals? Are specific costs are reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (25 points)	
C2.	The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (10 points)	

### XIII. BUDGET FORMS AND INSTRUCTIONS

Budgets should be submitted in the standard HSA format. Forms are available at:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

Click on “Human Services Agency” in the Department drop-down menu and then click the link for this RFP.

The following spreadsheets are in Excel. There are four (4) pages in the budget (in addition to the budget justification), as follows: Contract Budget Summary, Salaries and Benefits Detail, Operating Expense Detail, Capital Expenditure Detail.

Please note the Salaries and Benefits, Operating Expense and Capital Expenditure are direct costs and must be clearly and easily attributable to a specific program.

The Budget Justification is a narrative, which provides the detailed information and calculations supporting the amount allocated for each budget line item. There is no form provided for the Budget Justification. Please detail all mathematical computations for each line item. Show how the total dollar amount was derived, e.g., the annual salary for each position multiplied by the FTE, the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the contract term, etc. For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the full-time equivalent (FTE), the percentage of FTE allocated to the activity, the salary per month, the salary per annum, and the mathematical computation used to arrive at the total dollar amount.

The Cost Allocation Plan is required. Respondents must follow the City’s cost allocation guidelines for nonprofit contractors, which largely follow those described by Generally Accepted Accounting Principles (GAAP) and in Federal OMB Circular A-122. The plan should include how indirect costs were calculated.

If applicable, attach a separate detailed Subcontracting budget using the standard HSA format if there is a Subcontractor arrangement made under the terms of the contract. Provide a brief explanation of the subcontracting arrangement, as well as a budget breakdown. Please note, the total subcontractor budget amount should appear on the Operating Expense Detail sheet under the Subcontractor section.

Indirect rates are not allowable on subcontractor indirect expenditures, capital expenditures, aid payments, other direct voucher payments, or any stipend, subsidy or expense paid on behalf of a client (i.e, security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list. If an organization is uncertain whether indirect costs can be applied to a particular expense, it should consult with the HSA Contract Manager.

**These guidelines provide general information. If further clarification or technical assistance is required, consult with your HSA Office of Contract Management Contract Manager.**