

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

**Request for Proposals 1163 for:
Free Meals**



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

December 3, 2024
December 13, 2024
January 7, 2025

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Attachments

- Attachment 1: Grant Agreement (form G-100)
- Attachment 2: Budget Forms

I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

The San Francisco Human Services Agency (SFHSA) through the Citywide Food Access Team (CFAT) announces its intent to seek proposals from nonprofit organizations interested in providing free, high quality, and culturally tailored meals to low-income San Franciscans. The free meals program should aim to be as low barrier as possible to reach the most vulnerable San Franciscans who are experiencing food insecurity. The free meals program shall provide three nutritionally-balanced meals each day to food insecure individuals, with a focus on serving individuals in the Tenderloin and South of Market neighborhoods in San Francisco.

2. Background

The San Francisco Human Services Agency's (SFHSA) Citywide Food Access Team (CFAT) originated in the City's COVID-19 Command Center to support the food security of San Franciscans impacted by the COVID-19 outbreak. CFAT has since transformed into a critical ongoing resource to minimize food insecurity for all San Franciscans.

CFAT prioritizes community input to identify and respond to gaps left by state and federal food supports. The Team implements strategies and funds programs that are centered in dignity and fit the varying needs of different communities and backgrounds. With the understanding that many factors can affect a person's experience with food, CFAT cultivates programs that can address the food security needs of San Franciscans while honoring the cultural, personal, and nutritional preferences of different communities. CFAT supports partners that act as anchors in local communities. Funded programs integrate quality, choice and effectiveness as core principles throughout services where possible.

3. Diversity, Inclusion, and Racial Equity

The San Francisco Human Services Agency (SFHSA) is committed to a culture of inclusion in which our differences are celebrated. Everyone should have what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin. The Department believes that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients.

SFHSA is committed to combating systemic racism and disparate impact of governmental services by advancing racial equity in all aspects of our work, ensuring access to services and providing support to communities to ensure their ability to succeed and thrive.

SFHSA seeks to partner with community based organizations that share these values in their organizational culture and program services. The agency sees our contracted community based partners and their work as a means to enhance and further advance efforts to address racial equity and inclusion across San Francisco.

Respondents to this request for proposals must ensure that they clearly demonstrate how these values are exemplified through 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 to regularly review current practices through the lens of racial equity and inclusion to identify areas of improvement.

Additional examples of information to be provided are: the organizational mission 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 grant to **one** Proposer that meets the Minimum Qualifications of this Solicitation and obtains the highest-ranking scores. 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.

B. Anticipated Term

A grant awarded pursuant to this Solicitation shall have a tentative term of four (4) years from **July 1, 2025 to June 30, 2029**, subject to annual availability of funds, annual satisfactory of grantee performance, and need. SFHSA 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 \$3,208,147 per year, which may increase or decrease depending on funding availability. The funding amounts listed in this RFP are anticipated initial funding awards, based on current budget availability. The source of funding for these services is local funds. Actual awards will be determined by the number of responsive proposals that meet the Department’s strategies and objectives, and funding may be less or more. **Please submit budget requests according to the limits in this RFP**, however, SFHSA may negotiate different funding allocations, grant terms, and project goals before finalizing awards. Should additional funding become available, award amounts may be increased significantly beyond the originally anticipated amount at a level commensurate to the details in the RFP.

SFHSA will add Cost of doing business (CODB) escalators to reflect the approved City Budget to the awarded annual amount set forth by the Controller’s Office Indexed Rate after contract award. CODB may be adjusted annually as authorized by the San Francisco Board of Supervisors. For the purpose of this solicitation, proposers should submit a flat annual budget that is listed in the prior paragraph. Proposers acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors and it is not entitled to CODB. Proposer assumes all risk of possible non-appropriation or non-certification of funds. For more information regarding the Controller’s Policy on Multi-Year Contracting with Inflation Rates for Nonprofit Suppliers Issued: <https://openbook.sfgov.org/webreports/details3.aspx?id=3366>

All decisions regarding the size, length, and scope of future funding awards are subject to SFHSA approval and budget availability. Some of the service areas may not be funded initially, but the Department may award unfunded proposals within the term of this RFP if funds become available that align with the services proposed. Future funding is not guaranteed, and funding amounts and terms will depend upon the performance of the grantee during the initial award period, as well as other policy considerations as determined by SFHSA. SFHSA reserves the right, in its sole discretion, to not renew funding awards.

D. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by proposer under the same terms and conditions of any grant awarded pursuant to this Solicitation.

E. Solicitation Schedule

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

Proposal Phase	Tentative Date
Request for Proposals Issued	December 3, 2024
Pre-Proposal Conference (virtual)	December 13, 2024 at 1:30pm
Deadline for Written Questions	December 17, 2024 at 3:00pm
Deadline to Submit Proposals	January 7, 2025 at 3:00pm
Tentative Evaluation of Proposals	January 13, 2025
Tentative Notice of Award	January 29, 2025
Tentative Date Services are to Begin	July 1, 2025

F. Definitions (include the following as applicable; add more as needed)

Bottled Water	As defined in San Francisco Bottled Water Ordinance, located in the San Francisco Environment Code, Chapter 24, Section 2401 <i>et seq</i>
CFAT	The Citywide Food Access Team, which originated in the City's COVID-19 Command Center to support the food security of San Franciscans impacted by the COVID-19 outbreak. The unit now sits within SFHSA.
City	City and County of San Francisco, a municipal corporation
CRFC	California Retail Food Code establishes uniform health and sanitation standards for retail food facilities for regulation by the State Department of Public Health, and requires local health agencies to enforce these provisions.
Culturally Relevant	Foods and preparations of foods that acknowledge and appreciate the experiences, traditions, and diverse preferences of a particular population.
Dietary Guidelines for Americans (DGA)	Evidence-based food and beverage recommendations for Americans ages 2 and older that aim to promote health, prevent chronic disease, and help people reach and maintain a healthy weight. Published jointly every 5 years by the U.S. Department of Health and Human Services (HHS) and the U.S. Department of Agriculture (USDA). https://health.gov/dietaryguidelines/
Dietary Reference Intakes (DRI)	Nutrient reference values published by the Institute of Medicine (IOM) that represent the most current scientific knowledge on nutrient needs of healthy populations. https://www.nal.usda.gov/fnic/dietary-reference-intakes
Food Security	When all people, at all times, have physical, social, and economic access to sufficient, safe and nutritious food which meets their dietary needs and food preferences for an active and healthy life.

FY	Fiscal Year, starting July 1 and ending June 30
Grantee	Organization awarded the grant to provide the services in this RFP
HACCP	Hazard Analysis of Critical Control Points, a prevention-based food safety system focusing on time and temperature control at different crucial food service system points, monitoring and documenting practices, and taking corrective actions when failure to meet critical limits is detected.
Low-income	Having income at or below 200% of the federal poverty line defined by the federal Bureau of the Census and published annually by the U.S. Department of Health and Human Services. This is only to be used by consumers to self-identify their income status, not as a means test to qualify for the program.
Menu Analysis	An evaluation conducted by a registered dietitian (RD/RDN) that includes a nutrient analysis of the meals offered through the free meals program. The purpose of the nutrient analysis is to determine if daily meals and weekly menus comply with the regulatory nutritional standards. At a minimum, the analysis will include calories, protein, fat, saturated fat, fiber, calcium, magnesium, sodium, vitamin A, vitamin C, vitamin D, and vitamin B12. When utilizing a computerized menu analysis, the grantee will analyze meals on a weekly basis for a minimum of two (2) weeks.
RD/RDN	Registered Dietitian / Registered Dietitian Nutritionist: An individual who shall be both: 1) Qualified as specified in Sections 2585 and 2586, Business and Professions Code, and 2) Registered by the Commission on Dietetic Registration. A Registered Dietitian (R.D.) shall be covered by professional liability insurance either individually (if a consultant) or through grantee.
Service Unit	One breakfast, lunch, or dinner meal provided to an individual through the Free Meals program
SFHSA	San Francisco Human Services Agency
SOGI	Sexual Orientation and Gender Identity; <i>Ordinance No. 159-16</i> amended the San Francisco Administrative Code to require City departments and grantors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (<i>Chapter 104, Sections 104.1 through 104.9.</i>)
Sugar-Sweetened Beverage	"Sugar-Sweetened Beverage" as defined in San Francisco Administrative Code, Chapter 101, Section 101 <i>et seq</i>

G. Priority Population

The program must be designed to serve all populations and ethnicities, proposals shall demonstrate focused expertise on the food-insecure community members in the Tenderloin and South of Market neighborhoods.

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. Proposers should use this description when designing their proposed programs. However, proposers 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 will provide.

A. Description of Services

Grantee shall prepare and serve breakfast, lunch, and dinner to program participants seven days a week at a location accessible to individuals in the Tenderloin and South of Market neighborhoods in Supervisorial Districts 5 and 6. Grantee shall include to-go meal options as appropriate when requested by SFHSA. Program requirements include but are not limited to:

1. Grantee will develop and maintain program policies and procedures that are in compliance with and meet the nutrition and foodservice standards set forth by the California Retail Food Code (CRFC) and CFAT.
2. Grantee will ensure that the procurement, preparation, service, and distribution of all meals meet all applicable local, state, and federal food, sanitation, health and safety requirements.
3. Grantee will have a qualified manager on staff who conducts the day-to-day management and administrative functions of the program. The grantee will ensure the manager on staff possesses a food safety manager certification.
4. Grantee will ensure that services provided are consistent with professional standards for this service and that there is a sufficient number of qualified staff, paid and/or volunteer, with the appropriate education, experience, and cultural competency to carry out the requirements of the program and deliver quality services to meet the needs of the consumers.
 - a. Grantee shall make services accessible to non-English speakers via written translated signs or by providing volunteers or staff who collectively speak at minimum Chinese and Spanish.
5. Grantee shall provide a security team for meal program operation. This team will be responsible for helping to maintain safety for clients and staff, and for mediation and conflict resolution throughout the day at the program site.
 - a. Grantee shall equip the security team with identifying and noticeable uniform apparel to support a noticeable presence while providing service during the free meals program.
 - b. Grantee shall provide quarterly in-service trainings for the security team to enhance their skills to effectively mediate and resolve conflicts when they arise and to maintain safety for clients and staff. Topics may include but are not limited to harm reduction, de-escalation, mental health, first aid, and successful engagement with program clients.
6. Grantee will ensure that a registered dietitian (RD/RDN) conducts and documents an on-site HACCP safety and sanitation monitoring of the production kitchen during meal preparation and the meal service site at least once per quarter and a minimum of four times during the fiscal year.
7. Grantee will ensure that a RD/RDN conducts and documents quarterly in-service trainings for free meals program staff. Topics shall include at a minimum HACCP procedures, emergency preparedness, OSHA and other kitchen safety standards. Grantee will also provide the in-service trainings as part of a new employee and/or volunteer orientation process and additional in-service trainings as needed to address any HACCP

monitoring findings and/or to reinforce best food safety and sanitation practices as needed. Grantee will document, schedule, and conduct in-service trainings in a timely manner when there are monitoring findings.

8. Grantee will submit for review and approval by CFAT every 6 months or less, and at least one month in advance of use, a minimum of a two-week cycle menu for the free meals program with the required corresponding nutrient analysis completed by their staff or consultant RD/RDN.
9. Grantee shall ensure the three meals each day collectively provide 100% of the daily Dietary Reference Intake (DRI) for major nutrients and comply with the current Dietary Guidelines for Americans, published by the USDA and the U.S. Department of Health and Human Services.
10. Grantee will ensure that the RD/RDN on staff or consultant RD/RDN reviews and approves menu substitutions in advance of their use and that staff documents the substitutions made.
11. Grantee will develop a grievance policy with approval from CFAT. The grievance policy must be translated into languages spoken by program clients.
12. Grantee will comply with the City's Food Service Waste Reduction Ordinance (2007) and Single-Use Foodware Plastics, Toxics and Litter Reduction Ordinance (2019), and use reusable, biodegradable, compostable and/or recyclable food service supplies.
13. Grantee will comply with the City's Collection of Sexual Orientation and Gender Identity Data Ordinance [SF Admin. Code Ch.104]
14. Grantee shall comply with the City's Sugar-Sweetened Beverage Funding Ban Ordinance [SF Admin. Code Ch.101]
15. Grantee shall comply with the City's San Francisco Bottled Water Ordinance [SF Admin. Code Ch.24]

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.

1. Services Objectives

As part of the proposal, the respondent will be required to develop specific service objectives that measure the quantity and other aspects of services. The objectives should state the target quantities and match the program services as proposed.

- a. Provide at minimum 439,803 service units each fiscal year.

2. Outcome Objectives

As part of the proposal, the respondent will be required to develop specific outcome objectives that demonstrate and measure the impact, outcomes, or results of services. Both quantitative and qualitative analysis shall be applied to measure program efficiency and effectiveness. The outcome objectives specified below will be required for each grant.

Once each FY, Grantee shall conduct a point-in-time survey of free meals program participants to assess the following outcome objectives:

- a. At least 85% of participants surveyed were satisfied with the available food choices.
- b. At least 90% of participants surveyed were satisfied with the quality of the food provided.
- c. At least 95% of participants surveyed expressed that they felt welcomed and respected when accessing services.
- d. At least 85% of the participants surveyed reported that the food they received was culturally relevant.
- e. At least 85% of participants surveyed reported they were less hungry as a result of this program.

At minimum, 50% of program participants should be surveyed. Grantee shall notify CFAT of survey plan and date of survey and receive approval prior to survey start.

C. Reporting Requirements

1. Grantee will enter monthly reports and metrics into the CARBON database system by the 15th of the following month that includes the following information:
 - a. Number of breakfast meals served daily and year-to-date totals
 - b. Number of lunch meals served daily and year-to-date totals
 - c. Number of dinner meals served daily and year-to-date totals
 - d. Number of active employees who make up the security team
2. Grantee will submit HACCP monitoring reports of the production kitchen and meal service site to CFAT once per quarter. Quarterly reports due Oct. 15; Jan. 15; April 15; and July 15.
3. Grantee shall provide an Annual Report summarizing grant activities, referencing the grant objectives described in Service Objectives and Outcome Objectives of the Appendix A. Grantee will submit the Annual Report in CARBON by the 15th of the month following the end of each program year.
4. Once each FY, Grantee shall conduct a point-in-time survey of free meals program participants to capture the following client information:
 - a. Zip code
 - b. Race/ethnicity
 - c. Age
 - d. Gender Identity¹
 - e. Sexual Orientation²

Survey responses shall be compiled and submitted to the Program Manager by the 15th of the month following the end of each program year.

5. Grantee shall develop and deliver ad hoc reports as requested by SFHSA.

¹ Gender Identity and Sexual Orientation are required per *Ordinance No. 159-16*, which amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (*SF Admin. Code, Chapter 104, Sections 104.1 through 104.9*).

² Gender Identity and Sexual Orientation are required per *Ordinance No. 159-16*, which amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (*SF Admin. Code, Chapter 104, Sections 104.1 through 104.9*).

III. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal and one (1) electronic Excel copy of the budget to Candace.Gray@sfgov.org and 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 3:00 p.m. on January 7, 2025. 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) business day after the deadline for receipt noted above.

B. Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel); typed in a 12-point serif font (i.e. Times New Roman, not Arial); text should be double-spaced and unjustified (i.e., with a ragged-right margin); 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 IX)

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 Documentation* 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/award. (refer to section IV, Item A)

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

Agencies should submit a statement listing relevant contracts and grants 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 or grant, 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. 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. Briefly explain how your organization is qualified to implement the proposed services. Demonstrate your management/supervisory infrastructure, as well as your administrative/financial capacity to deliver the proposed services.
- b. Describe your experience with/history of successfully providing these services, and serving this population/community. Describe recently completed projects, including quality, requirements, timelines, and/or success. Demonstrate ability to implement new programming and/or services.
- c. Describe the staffing patterns needed to provide the proposed services. Clearly identify whether services will be performed by existing staff or by proposed staff. Attach job descriptions and resumes of key program staff and clearly identify which staff position they occupy. 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. Describe relevant staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved.
- d. A description of the organization's plans, strategies, and activities to address racial equity, cultural competence and inclusion among staff and program participants, as well as internal controls to regularly review current practices through the lens of racial equity and inclusion to identify areas of improvement, including cultural and linguistic competencies, related to working with the identified Target Population and the envisioned program design. Describe agency's language and cultural capacity.

6. 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. Describe your 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 (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives). Describe the linkages that will connect clients to services.
- b. Identify the proposed site(s) that will be made available for the target population. Explain how the facility/site is appropriate for the services proposed. Describe plan for location and hours of programming and/or services. Include Site Chart and proof of site control.
- c. Identify any subcontractors and describe their responsibilities in the delivery of services. Provide MOU or letter of intent. Subcontractors are not required. List and explain the specific service and outcome objectives to be accomplished and how they will be measured. Describe methods for data collection, documentation, and reporting on service and outcome objectives.
- d. Describe the proposed model for clients to offer input regarding program design, service delivery and program operations.

7. Fiscal Capacity (Budget) – up to 6 pages on form provided (excluding cost allocation plan and audited financial statement)

Please refer to the instructions outlined in Section XI and use only SFHSA approved budget forms. Provide Cost Allocation Plan and current audited financial statements. The SFHSA intends to award this grant to respondents that it considers will provide the best overall program services at a reasonable pricing structure. The SFHSA reserves 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 grant. Respondents must also provide a Budget Justification that clearly explains the basis for each expense listed in the budget.

Discuss any planned leveraging of other resources (i.e., fund raising, in-kind contributions, volunteers, etc.), if any, to support the program approach proposed. Identify external resources committed to this program, including in-kind resources designated solely for this program. Assign a dollar value for all external resources.

8. Completed Page Number Form (refer to Section X)

IV. PROPOSAL EVALUATION CRITERIA

A. Minimum Qualifications (Pass/Fail)

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met at time of submission. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc. to indicate which MQ it supports. 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.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description
MQ1	Proposer has at least 3 years of experience preparing and serving over 1,000 free meals per day to food-insecure members of the Tenderloin and South of Market neighborhoods in a congregate/community setting.
MQ2	A nonprofit organization with a 501(c)(3) determination and/or equivalent.
MQ3	Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.
MQ4	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.
MQ5	Respondent must have site control of the proposed facility in the Tenderloin/SOMA neighborhoods and must provide proof as part of the proposal.

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 grant.

Please note: Agencies submitting proposals that have previously contracted with 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.** Provide a statement of 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. (Refer to section III.C.4)

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

Organizational Capacity (40 points)

- 1) Did respondent explain how the organization is qualified to implement the proposed services? Did they demonstrate the management/supervisory infrastructure, as well as the administrative/financial capacity to deliver the proposed services? (10 points)
- 2) Did respondent describe experience with/history of successfully providing these services, and serving this population/community? Were recently completed projects listed, detailing quality, requirements, timelines, and/or success? Did they demonstrate ability to implement new programming and/or services? (15 points)
- 3) Based on the staffing patterns described, will the program be sufficiently staffed? Based on job descriptions and qualifications, does the staff have the necessary skill, training, and experience, including the appropriate language capacity, to successfully provide the services to these clients and community? Do job descriptions include appropriate experience/qualifications for the project, realistic description of tasks to be performed, reasonable workload/ work schedule? Were relevant staff training plans clearly described? (10 points)
- 4) Does the agency clearly demonstrate how racial equity and cultural competence values are exemplified through 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 to regularly review current practices through the lens of racial equity and inclusion to identify areas of improvement. Do they address the agency's language and cultural capacity? (5 points)

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? Did they address Target Population, Scope of Work, and Service/Outcome Objectives? Does the respondent clearly describe the linkages that will connect clients to services? (15 points)

- 2) Is the proposed facility/site that will be made available for the target population appropriate for the services proposed? Does respondent have a plan for location and hours of programming and/or services? Does respondent provide proof of site control of proposed facility? Did respondent include a Site Chart? (5 points)
- 3) 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, documentation, and reporting on service and outcome objectives? Are any subcontractors identified (subcontractors are not required)? If so, are their responsibilities in the delivery of services clearly defined? Did respondent provide an MOU or letter of intent? (10 points)
- 4) Does the proposed model include methods for clients to offer input regarding program design, service delivery and program operations? (5 points)

Fiscal Capacity (25 points)

- 1) Does the budget reflect 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)
- 2) Are the overall costs reasonable, and competitive with other proposals? Are specific costs reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (10 points)
- 3) Does respondent describe their ability to leverage other resources for this program, either from in-kind, and/or external resources? Does the proposal reflect the effective use of organizational resources/external resources, including funds leveraged exclusively for this program? (5 points)

V. PRE-PROPOSAL CONFERENCE AND GRANT AWARD

A. Pre-Proposal Conference

Proposers are encouraged to attend a Pre-Proposal Conference on December 13, 2024 at 1:30pm to be held via teleconference. 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. A.

B. Award

SFHSA will select a proposer with whom Agency staff shall commence grant negotiations. The selected proposal will be part of the final grant and will be used as a starting point for 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. SFHSA may negotiate modifications after the bid/proposal has been selected to assure that all necessary program requirements are covered before the grant is signed. If a satisfactory grant cannot be negotiated in a reasonable time, SFHSA, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin grant negotiations with the next highest ranked proposer.

C. Written Questions and Requests for Clarification

Proposers are encouraged to submit written questions to Candace.Gray@sfgov.org and HSARFP@sfgov.org. 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 December 17, 2024 at 3:00pm.

VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Inquiries Regarding RFP

All inquiries regarding the RFP or clarification of the RFP, must be directed to: Candace.Gray@sfgov.org and HSARFP@sfgov.org

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.
- **San Francisco Labor Code 131 and 132 Inquiries:** For questions concerning the San Francisco Labor Code 131 and 132 Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd

C. Proposal Questions and Submissions

1. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to Candace.Gray@sfgov.org and HSARFP@sfgov.org. 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 Candace.Gray@sfgov.org and HSARFP@sfgov.org 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>.

2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel); typed in a 12-point serif font (i.e. Times New Roman, not Arial); text should be double-spaced and unjustified (i.e., with a ragged-right margin); page margins should be at least 1" on all sides (excluding headers and footers). Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

3. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal and one (1) electronic Excel copy of the budget to Candace.Gray@sfgov.org and 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 3pm, on January 7, 2025. 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.

D. Proposal 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. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all 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 PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED GRANT TERMS.

E. 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.

F. 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 cancellation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely 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.

G. 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.

H. 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 grantee or reseller plays an active role in each of these activities, CRA may also be required for the prime grantee or reseller.

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

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **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 shall 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.

I. 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.

J. 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.

K. Notice of Intent to Award-Required Documentation

After the City issues a Notice of Intent to Award, and before award, if requested by the City, the successful Proposer must possess all qualifications required for the contract. Any failure to demonstrate satisfaction of one or more of following requirements, if requested by the City, will be considered sufficient for the disqualification of the Proposer as nonresponsive and will entitle the City to terminate negotiations and move to the next highest ranked Proposer for award.

1. Proposer is registered in the System of Award Management (SAM) and has no exclusions (<https://usfcr.com/search-sam-cage-duns/>) ;
2. Proposer is in good standing with the California Secretary of State (<https://bizfileonline.sos.ca.gov/search/business>);
3. Proposer is in good standing with the Franchise Tax Board (<https://webapp.ftb.ca.gov/eletter/?Submit=Check+Status>);
4. Proposer is in good standing with the Internal Revenue Service (<https://apps.irs.gov/app/eos/>) ;
5. Proposer is in good standing with California Attorney General's Registry of Charitable Trusts (<https://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>)
 - a. To receive a grant 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 grant 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 subgrantees 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 grant execution and for the duration of the agreement.

Note: Proposer's failure to remain in good standing with the above after award will entitle the City to immediately terminate the contract for default with no opportunity for the Proposer to cure.

L. 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 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.

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 email to Candace.Gray@sfgov.org and HSARFP@sfgov.org 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.

Executive Director
Human Services Agency
P.O. Box 7988
San Francisco, CA 94120
Trent.Rhorer@sfgov.org

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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** or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

R. 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.

S. 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.

T. 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.

U. Local Business Enterprise Goals and Outreach

Per Section 14B.2 of the Admin Code, Chapter 14B requirements do not apply to grants, whether funded by the City or by Federal or State grant funds, to a nonprofit entity to provide services to the community.

VII. 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"). These Social and

Economic Policy Requirements set forth below, which Proposers are encouraged to carefully review. 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.

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. San Francisco Labor and Employment Code Article 131.2

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 Article 131.2(b) of the San Francisco Labor and Employment Code.

B. Health Care Accountability Ordinance (HCAO)

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Labor and Employment Code Article 121. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Article 121.3 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 Article 121 and the Health Commission's minimum standards are available at <https://www.sf.gov/information/health-care-accountability-ordinance>.

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 Labor and Employment Code Article 111. A Proposer selected pursuant to this Solicitation shall pay covered employees 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. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at <https://www.sf.gov/information/minimum-compensation-ordinance>.

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. Other Social Policy Provisions

Attachment 1, City's Contract Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

VIII. GRANT REQUIREMENTS

A. Grant Terms and Negotiations

The successful Proposer will be required to enter into the Agreement in the form attached hereto as Attachment 1, City's Proposed Agreement Terms. **City's Proposed Agreement Terms are not subject to negotiation.** However, Proposers may identify those contract terms to which they object as part of the questions they submit by the Questions Due Date. City shall evaluate all objections and determine what, if any changes, will be incorporated into City's Contract Terms prior to the Proposal Due Date. Any such changes will be made known to all Proposers through an Addendum to this Solicitation. 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. 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. Limits of insurance may be increased according to the Scope of Work, risk, and amount of contract:
 - 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.
 - 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:

- 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:

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P-690 SFHSA (7-24)

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.

C. Failure to Provide 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 RFP is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to 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. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

D. Compliance with Other Laws

Proposers 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.

E. HSA/DAS Policy Manuals and Memoranda

<https://www.sfhsa.org/partner/policies-and-procedures>

F. Other CDA Rules and Regulations

State (CDA Regulations):

https://www.aging.ca.gov/programsproviders/aaa/Laws_Regulations_Policies/

Federal OMB Uniform Guidance: <https://www.grants.gov/learn-grants/grant-policies/omb-uniform-guidance-2014.html>

Code of Federal Regulations: <https://www.govinfo.gov/help/cfr>

IX. RFP COVER PAGE

NAME OF ORGANIZATION:

ADDRESS:

DIRECTOR:

PHONE:

EMAIL:

CITY SUPPLIER IDIF KNOWN)

FEDERAL EMPLOYER

IDENTIFICATION NUMBER (FEIN):

AMOUNT REQUESTED:

\$ _____

I understand that the San Francisco Human Services Agency (SFHSA) reserves the right to modify the specifics of this application at the time of funding and/or during the grant negotiation; that a grant may be negotiated for a portion of the amount requested; and that there is no grant until a written grant 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 Candace.Gray@sfgov.org and HSARFP@sfgov.org

X. 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.

	Evaluation and Selection Criteria	
	Minimum Qualifications	Page Number(s)
MQ1.	Proposer has 3 years of experience providing 1,000 free meals per day to food-insecure members of the Tenderloin and South of Market neighborhoods in a congregate/community setting.	
MQ2.	A nonprofit organization with a 501(c)(3) determination and/or equivalent	
MQ3.	Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.	
MQ4.	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.	
MQ5.	Respondent must have site control of the proposed facility in the Tenderloin/SOMA neighborhoods and must provide proof as part of the proposal.	
	Organizational Capacity (40 points)	
A1.	Does respondent explain how the organization is qualified to implement the proposed services? Did they demonstrate the management/supervisory infrastructure, as well as the administrative/financial capacity to deliver the proposed services? (10 points)	
A2.	Did respondent describe experience with/history of successfully providing these services, and serving this population/community? Were recently completed projects listed, detailing quality, requirements, timelines, and/or success? Did they demonstrate ability to implement new programming and/or services? (15 points)	
A3.	Based on the staffing patterns described, will the program be sufficiently staffed? Based on job descriptions and qualifications, does the staff have the necessary skill, training, and experience to successfully provide the services to these clients and community? Do job descriptions include appropriate experience/qualifications for the project, realistic description of tasks to be performed, reasonable workload/ work schedule? Were relevant staff training plans clearly described? (10 points)	
A4	Does the agency clearly demonstrate how racial equity and cultural competence values are exemplified through 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 to regularly review current practices through the lens of racial equity and inclusion to identify areas of improvement. Do they address the agency's language and cultural capacity? (5 points)	
	Program Approach (35 points)	

B1.	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? Did they address Target Population, Scope of Work, and Service/Outcome Objectives? Does the respondent clearly describe the linkages that will connect clients to services? (15 points)	
B2.	Is the proposed facility/site that will be made available for the target population appropriate for the services proposed? Does respondent have a plan for location and hours of programming and/or services? Does respondent provide proof of site control of proposed facility? Did respondent include a Site Chart? (5 points)	
B3.	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, documentation, and reporting on service and outcome objectives? Are any subcontractors identified? If so, are their responsibilities in the delivery of services clearly defined? Did respondent provide an MOU or letter of intent? (10 points)	
B4.	Does the proposed model include methods for clients to offer input regarding program design, service delivery and program operations? (5 points)	
	Fiscal Capacity (25 points)	
C1.	Does the budget reflect 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)	
C2.	Are the overall costs reasonable, and competitive with other proposals? Are specific costs reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (10 points)	
C3.	Does respondent describe their ability to leverage other resources for this program, either from in-kind, and/or external resources? Does the proposal reflect the effective use of organizational resources/external resources, including funds leveraged exclusively for this program? (5 points)	

XI. BUDGET FORMS AND INSTRUCTIONS

Budgets should be submitted in the standard SFHSA 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 attached spreadsheets are in Excel. There are four (6) tabs in the budget: Budget Summary, Salaries and Benefits, Operating-Direct, Subcontractors-Pass Thru, Capital Expenses, and Justification.

Please note these must all be clearly and easily attributable to the specific program being funded.

The Budget Justification should be a narrative, providing detailed information and calculations supporting the amount allocated for each budget line item. Please detail all mathematical computations for each line item. Show how the total dollar amount was derived, e.g., 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 grant term, etc. For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the basis for the percentage of FTE allocated to the activity, and the mathematical computation used to arrive at the total dollar amount. Also list everything being included under Fringe Benefits.

The Cost Allocation Plan is required. Respondents must follow the City’s cost allocation guidelines for nonprofit grantees, 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.

For any proposed Subcontracts over \$25,000, attach a separate detailed Subcontracting budget using the standard SFHSA format. 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 Subcontractors-Pass Thru sheet.

Indirect rates are not allowable on Subcontractor indirect expenditures, Subcontracts over \$25,000, Capital Expenses, or Direct Client Pass-Through payments: aid payments, 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.

These guidelines provide general information. If further clarification or technical assistance is required, consult the SFHSA Office of Contract Management Contract Manager listed.