



**MARIA SU, Psy.D.**  
**EXECUTIVE DIRECTOR**



**LONDON N. BREED**  
**MAYOR**

---

# **CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES**



## **REQUEST FOR QUALIFICATIONS RESEARCH, EVALUATION AND DATA SUPPORT SERVICES AND EQUITY CONSULTING SERVICES**

**SOURCING EVENT ID:**

**000008037**

**DATE ISSUED:**

**March 24, 2023**

**DEADLINE FOR SUBMISSION:**

**April 24, 2023**

# TABLE OF CONTENTS

---

## CONTENTS

<b>SECTION 1: INTRODUCTION .....</b>	<b>1</b>
<b>SECTION 2: TIMELINE &amp; IMPORTANT DATES.....</b>	<b>7</b>
<b>SECTION 3: LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS .....</b>	<b>8</b>
<b>SECTION 4: PROPOSAL EVALUATION CRITERIA .....</b>	<b>10</b>
<b>SECTION 5: MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED (PASS/FAIL).....</b>	<b>11</b>
<b>SECTION 6: SCORED DOCUMENTS .....</b>	<b>12</b>
<b>SECTION 7: SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION .....</b>	<b>13</b>
<b>SECTION 8: CITY’S SOCIAL AND ECONOMIC POLICY REQUIREMENTS .....</b>	<b>14</b>
<b>SECTION 9: TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS .....</b>	<b>16</b>

## ATTACHMENTS

Attachment 1: Proposer Coversheet and References

Attachment 2: Written Proposal for Services Template

Attachment 3: Equity Statement

Attachment 4: Health Care Accountability Ordinance (HCAO) & Minimum Compensation Ordinance (MCO)  
Declaration Forms

Attachment 5: P-600 Contract Template

SECTION I: INTRODUCTION

The San Francisco Department of Children, Youth and Their Families (DCYF) brings together City government, schools, and community-based organizations to help our city's children and youth, birth to age 24, and their families lead lives full of opportunity and happiness. We strive to make San Francisco a great place to grow up, and this requires resources, community engagement, collaboration, coordination, and creativity. Through our work we help children and youth to:

- Be healthy;
- Succeed in school and prepare for the future;
- Engage in positive activities when school is out;
- Contribute to the growth, development and vitality of San Francisco and
- Live in safe and supported communities.

The people of San Francisco made a unique, first of its kind commitment to our community in 1991 by creating the Children and Youth Fund and dedicating property tax revenues to fund vital services for our city's children and youth, and their families. DCYF is committed to allocating those dollars to maximize impact, with approximately \$164 million serving more than 34,000 individuals in fiscal year 2021-22.

The primary areas of DCYF funding are Early Care and Education; Out of School Time; Educational Supports; Enrichment, Leadership and Skill Building; Justice Services; Youth Workforce Development, Mentorship; Emotional Well-Being and Family Empowerment. Our investments are equitable and holistic, offering avenues to enhance learning, while simultaneously creating healthy family and community environments to support individual growth.

The DCYF grant making process and planning cycle are based on an extensive multi-year timeline, with multiple opportunities for community involvement along the way. Two key planning milestones include:

- The [Community Needs Assessment](#), which provides an update on the status of children, youth and their families and service needs, and
- The [Services Allocation Plan](#), which outlines how funds will be allocated to meet the service needs described in the CNA.

Our purpose extends far beyond funding: we are a strong voice at the heart of San Francisco's commitment to children, youth, transitional age youth and their families. We combine broad experience, community engagement, creative thinking and thoughtful decision making to improve access to services and make a measurable impact. Over the past 30 years, San Francisco has become home to some of the best practices and programs in the nation.

## **DCYF LAND ACKNOWLEDGEMENT**

The San Francisco Department of Children, Youth and Their Families acknowledges that it carries out its work on the unceded ancestral homeland of the Ramaytush Ohlone, the original inhabitants and stewards of

the San Francisco Peninsula. As the government agency that stewards the Children and Youth Fund, we accept the responsibility that comes with resources derived from property taxes upon unceded and colonized land. We recognize the history and legacy of the Ramaytush Ohlone as integral to how we strive to make San Francisco a great place for life to thrive and children to grow up.

## **SERVICES REQUESTED**

This Request for Qualifications (hereinafter “RFQ” or “Solicitation”) is being issued by the Department of Children, Youth and Their Families (hereinafter, “DCYF” or “City”). DCYF, on behalf of all City Departments, is seeking qualified suppliers (“Proposers”) to provide proposals (“Proposal”) for implementation and impact evaluation, survey design and administration, and data support ranging from data analysis to facilitating citywide data partnerships, and carrying out a staff survey on the Department’s climate and culture in order to support the Department’s racial equity change processes.

The City shall evaluate Proposals to create a Prequalified Pool of Proposers (“Prequalified Pool”). Proposers prequalified under this RFQ are not guaranteed a contract. The City may use the Prequalified Pool, at its sole and absolute discretion, on an as-needed basis.

**Multiple RFQ Service Areas:** The RFQ Service Areas are independent and specific subject areas related to research, evaluation, data support, and equity consulting services. The Prequalified Pool will consist of the following 6 RFQ Service Areas:

### **RFQ Service Area 1: Data Analysis**

Analyzing client-level data that includes demographic, attendance, and programmatic data. Summarizing outcomes data across organizations, including providing data visualizations, and using pre-existing data from multiple organizations. Constructing a database to merge multiple data sources and providing guidance for the end user of the database. Identifying organizational contacts to facilitate the collection of pre-existing data, which may include researching organizations, drafting correspondence to explain the data request, explaining the data request in one-on-one or in group presentations, and providing technical guidance to complete the data request. Developing documentation to support data sharing across systems, such as but not limited to Data Use Agreements (DUAs) and Memoranda of Understandings (MOUs).

### **RFQ Service Area 2: Survey Design and Administration**

Crafting survey questionnaires that reflect best practices in survey design. Developing survey questions that accurately measure the needs, experiences, feelings, and opinions of youth, parents and caregivers, and service providers and that are grounded in existing research literatures. Validating surveys through focus groups, cognitive interviews, and other forms of pre-testing. Administering telephone, paper, or online surveys to collect statistically representative responses, particularly from population subgroups. Achieving sufficient response rates from surveys administered to youth, parents and caregivers, or service providers.

**RFQ Service Area 3: Planning, Implementation, and Continuous Learning**

Qualitative data collection and analysis including the use of interviews, focus groups, open-ended survey questions, and document review. Collecting and analyzing data from surveys and administrative data sources. Engaging partnering organizations in planning, data collection, and in interpreting and applying findings, including data visualization. Identifying improvements to a program or strategy during design and early implementation as well as over time for continuous learning. Supporting the early implementation of a program or strategy, including but not limited to providing training, identifying resources to fill programmatic gaps, and incorporating community feedback in real time.

**RFQ Service Area 4: Evaluating Impact**

Evaluation planning including (a) development and/or adaptation of Theories of Change and/or Logic Models and (b) development of research questions (c) identification of measurable outcomes and appropriate methodologies. Data collection including (a) development of data collection tools and protocols to employ with multiple partnering organizations across multiple strategies, (b) development of documentation to support data sharing across systems, and (c) synthesizing data across systems. Constructing statistically valid comparison groups for multi-faceted interventions. Deploying mixed-methods and quasi-experimental research designs to measure individual, family, school, and community outcomes. Collaboration in planning study design and data collection processes and in interpreting and applying findings (including but not limited to providing dashboards or proving analysis in real time).

**RFQ Service Area 5: Data Partnership Support**

Facilitating working groups and data partnerships across city systems, including but not limited to engaging stakeholders, agenda setting, and identifying best practices and viable options related to data projects across systems such as joint surveys, data sharing, and the use of shared indicators. Mapping data systems and identifying points of coordination and simplification. Designing community needs surveys to capture the needs and experiences of families. Administering a community needs survey, including but not limited to the administration of “pulse” surveys. Developing data platforms to share data in real time and providing guidance and support on the use of these data platforms.

**RFQ Service Area 6: Biannual Racial Equity Staff Survey**

In July 2019, the San Francisco Office of Racial Equity (ORE) (Ordinance No 188-19) was legislated as a response to the City’s growing racial disparities and a means to address the history of structural and institutional racism in San Francisco’s delivery of services to the public and its own internal practices and systems. The ORE has the authority to enact a Citywide Racial Equity Framework and to direct all City and County of San Francisco departments to develop and implement Racial Equity (RE) Action Plans. In summer 2020, the Ore enacted on this authority by releasing this citywide framework and template for the Departmental Racial Equity Action Plans. As a City department with a long history of advancing racial equity, DCYF has been fully engaged in this process since 2020, and is now seeking firms who can assist with development and administration of the staff survey requirement, the Biannual Racial Equity Staff Survey.

The intentions of the Biannual Racial Equity Staff Survey are to assess staff perceptions on racial inequities in DCYF’s human resources (HR) and the workplace culture based on the goals and

objectives of [DCYF's RE Action Plan](#), and to be a planning tool for DCYF's ongoing engagement in the Citywide Racial Equity Framework. DCYF will use this RFQ to qualify firms with strong experience in facilitating racial equity change processes in government and/or philanthropic organizations; designing culturally responsive survey questionnaires; and conducting survey analysis through a racial equity lens. DCYF has an existing survey tool, the 2021 Annual Staff Survey, and recommendations for improvement and sustainable administration from past consultants, that would ideally serve as the basis for this project. As a City department who strives to make its processes equitable and not just its outcomes, DCYF will also use this RFQ to qualify firms who demonstrate a strong collaborative, cultural humility spirit.

In addition to the RFQ Service Areas, qualified vendors should possess content knowledge of DCYF's Service Areas. DCYF Service Areas are DCYF-identified broad programmatic categories of need and areas of focus. The following chart provides a brief description of each DCYF Service Area:

DCYF SERVICE AREA CHART	
<b>Early Childhood Education (ECE)</b>	The <b>Early Care &amp; Education (ECE)</b> Service Area encompasses DCYF's continued funding partnership with the Office of Early Care and Education (OECE) and First 5 San Francisco. This Service Area helps to expand access to high quality ECE settings that help prepare children for success in school by supporting physical well-being and motor development, social and emotional development, communication and language usage.
<b>Educational Supports</b>	The <b>Educational Supports</b> Service Area includes a range of educational opportunities that help children and youth who are struggling academically get back on track with their education and achieve individualized educational goals. Services in this service area support academic achievement in the core subjects, post-secondary enrollment and success, as well as provide academic and life skills assistance during key educational transition periods.
<b>Emotional Well-Being</b>	The <b>Emotional Well-Being</b> Service Area seeks to promote the emotional and mental wellbeing of youth ages 0 to 24 by increasing access to behavioral supports and mental health services through investments in school and community based behavioral health programs.
<b>Enrichment, Leadership &amp; Skill Building (ELS)</b>	The <b>Enrichment, Leadership and Skill Building (ELS)</b> Service Area includes programs that provide opportunities for children, youth and disconnected transitional age youth (TAY) to learn specialized skills, build positive personal identities, increase their social and emotional learning skills and improve their leadership abilities through project and curriculum-based programming.
<b>Family Empowerment</b>	The <b>Family Empowerment</b> Service Area includes a range of programming intended to create multiple pathways for families and caregivers to access services. Family Empowerment programs support parents and caregivers in their efforts to advocate on behalf of their families, learn about their children's social emotional development, access supports to meet basic needs and build community with other parents and caregivers.
<b>Justice Services</b>	The <b>Justice Services</b> Service Area includes a continuum of services for justice system-involved youth and disconnected TAY. The aim of the service area is to prevent further youth engagement in the justice system and reduce rates of youth recidivism through connection to adult allies, culturally relevant programming, ongoing case management, access to positive skill building activities and whole family engagement. Services are provided in partnership with the juvenile and adult justice systems and take place in system facilities as well as community-based settings.
<b>Mentorship</b>	The <b>Mentorship</b> Service Area includes programs that provide opportunities for children and disconnected transitional age youth (TAY) to connect with caring adults. The programs funded under this service area connect youth with caring adults who work with them over an extended period of time to provide motivation, guidance, connection and

	support with the ultimate aim of achieving positive goals, exploring new possibilities and increasing the youth’s self-esteem and confidence.
<b>Out of School Time (OST)</b>	The <b>Out of School Time (OST)</b> Service Area includes comprehensive afterschool programming in school- and community-based settings that provide opportunities for children and youth from low-income and/or working families to engage in meaningful and relevant learning that fosters their curiosity, builds their social and emotional skills and creatively reinforces and expands on what they learn during the school day. OST programs also provide opportunities for youth to be physically active, enjoy healthy foods, explore the world around them and develop relationships with caring adults and peers.
<b>Youth Workforce Development</b>	The <b>Youth Workforce Development (YWD)</b> Service Area includes a continuum of tiered career exposure and work based learning opportunities that are developmentally appropriate and meet the needs of youth. This continuum encompasses a range of services including opportunities for early career introductions, job skills training, exposure to the private sector and career-oriented employment, and targeted programming for high needs youth. YWD programs are important because they help prepare young people for adulthood by providing opportunities for exposure to career options, teaching skills and competencies that are relevant to both education and employment, and ensuring that young people have the ability to navigate the labor market.

**Creation and Duration of the Prequalified Pool**

Proposers meeting the Minimum Qualifications and scoring a minimum of 70 points shall be added to the Prequalified Pool and eligible for potential contract negotiations (“Resulting Contract”) with the City, on an as-needed basis. A Prequalified Pool list is valid for 2 years, but may be extended for up to 2 additional years if re-opened by City in accordance with Section 21.4 of the San Francisco Administrative Code. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of parties with expertise related to goods and/or services being procured through this RFQ. 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.

**Resulting Contracts Awarded to Contractors Selected from the Prequalified Pool**

**I. Selection of Contractors from the Prequalified Pool**

Pursuant to Section 21.4 of the San Francisco Administrative Code, City shall select contractors from the Prequalified Pool for Resulting Contracts pursuant to three options, as described below. Selections must be made prior to Pool expiration.

- a. City may select the highest available ranked contractor from the Prequalified Pool (if a ranking was done when the pool was created); OR
- b. City may request quotes or proposals from Prequalified Pool from which to select. Where applicable, the Department shall apply Chapter 14B LBE Rating Bonuses or Bid Discounts when evaluating quotes and proposals received from the Prequalified Pool. The request for quotes or proposals may also include an LBE Participation Requirement.
- c. For Resulting Contracts that are less than the Minimum Competitive Amount in effect when the selections is being made, City may select a contractor from the Prequalified Pool without any further solicitation. In choosing this option, City shall notify the Prequalified Pool of its selection. The Notice

shall specify the commodities and/or services awarded; their cost; and the selected Contractor's unique qualifications for having been selected without a further solicitation.

**2. Notice of Intent to Award a Resulting Contract to the Prequalified Pool**

City shall issue a Notice of Intent to Award a Resulting Contract to all contractors in the Prequalified Pool upon selecting a contractor from the Prequalified Pool. The City's award of a Resulting Contract to a contractor from the Prequalified Pool is final and not subject to further review.

**3. Anticipated Term of Resulting Contracts**

A Resulting Contract awarded to the Prequalified Pool shall be non-exclusive, with an original term to be determined at the time of Contract award based on the awarding Department's business needs, but shall not exceed ten (10) years.

**4. Anticipated Not to Exceed Amount of Resulting Contracts**

The Not-to-Exceed (NTE) amount of a Resulting Contract awarded to the Prequalified Pool shall be determined at the time of Contract award based on the awarding Department's business needs.

**5. Cooperative Agreement**

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this RFQ to select Contractors from the Prequalified Pool under the same terms and conditions of this RFQ.



## SECTION 2: TIMELINE & IMPORTANT DATES

### SECTION 2: TIMELINE & IMPORTANT DATES

The anticipated schedule for this RFQ is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this RFQ or other pertinent information posted in the City's Supplier Portal.

ESTIMATED TIMELINE	
RFQ Issued	March 24, 2023, 9:00 A.M.
Question Submission Period Ends	April 7, 2023, 5:00 P.M.
Answers to Questions Posted	April 10, 2023, 5:00 P.M.
Proposals Due	April 24, 2023, 5:00 P.M.
Notice of Intent to Establish Prequalified Pool	May 19, 2023, 5:00 P.M.
Period for Protesting Notice of Intent to Establish Prequalified Pool	Within three (3) business days of the City's issuance of a Notice of Intent to Award
Pool Administrator	Carmen Brick Senior Research, Evaluation, and Data Analyst, Department of Children, Youth and Their Families 1390 Market Street, Suite 900 San Francisco, CA 94102 E-mail: <a href="mailto:red-rfq@dcyf.org">red-rfq@dcyf.org</a>

### SUBMISSION REQUIREMENTS

To apply in response to this RFQ please submit proposals to [red-rfq@dcyf.org](mailto:red-rfq@dcyf.org) by April 24, 2023, 5:00 P.M. Proposals will not be accepted after this deadline.

### TECHNICAL ASSISTANCE AND QUESTIONS

DCYF is committed to providing as much clarity as possible during RFQ process. All questions about the RFQ **must be submitted in writing** to the email address below. DCYF staff **will not answer questions via telephone or in person.**

SUBMIT ALL QUESTIONS TO:	DEADLINE FOR QUESTION SUBMISSION:
Carmen Brick <a href="mailto:RED-RFQ@DCYF.ORG">RED-RFQ@DCYF.ORG</a>	April 7, 2023, 5:00 P.M.

To ensure that all applicants have access to both the submitted questions and their corresponding answers DCYF will publish all received questions and answers **April 10, 2023, 5:00 P.M. at [www.dcyf.org](http://www.dcyf.org).**

## SECTION 3: LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

---

### SECTION 3: LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

#### **CMD Compliance Officer**

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded to a Contractor selected from the resulting Prequalified Pool is:

Selormey Dzikunu  
Contract Compliance Officer II  
Contract Monitoring Division  
City and County of San Francisco  
Tel: 628.271.2094  
Email: [selormey.dzikunu@sfdpw.org](mailto:selormey.dzikunu@sfdpw.org)  
Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd)

#### **Application of LBE Rating Bonuses and/or Bid Discounts**

LBE Rating Bonuses and/or Bid Discounts shall be applicable to at each phase of the RFQ evaluation and selection process, in accordance with the values shown below. LBE Rating Bonuses and/or Bid Discounts shall also be applicable when selecting a Contractor from the resulting Prequalified Pool.

#### Professional Services

<b>Estimated Contract Value</b>	<b>Small/Micro LBEs Rating Bonus</b>	<b>SBA LBEs Rating Bonus</b>
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5%*
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

\* So long as it does not adversely affect a Small or Micro-LBE Proposer's participation or, for Professional Services, a Joint Venture Proposer's participation.

### SECTION 3: LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

---

#### Professional Services by Joint Ventures

<b>Estimated Contract Value</b>	<b>Small/Micro LBE Subcontracting Level</b>	<b>Rating Bonus</b>
Greater than \$10,000 but less than or equal to \$10,000,000.	Equals or exceeds 35%, but less than 40%	5%
	Equals or exceeds 40%, but less than 100%	7.5%
	100%	10%

If applying for an LBE rating discount as a Joint Venture (JV), the Micro and /or Small-LBE must be an active partner in the JV and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the Proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the JV. The portion of the Micro and/or Small-LBE JV's work shall be set forth in detail separately from the work to be performed by the non-LBE JV. The Micro and/or Small-LBE JV's portion of the contract must be assigned a commercially useful function.

#### **LBE Subcontracting Participation Requirements**

There shall be no LBE Subcontracting Requirement for any Contract awarded to a Contractor selected from the Prequalified Pool per San Francisco Administrative Code Chapter 14B.8(A) Lack of Subcontracting Opportunities.

## SECTION 4: PROPOSAL EVALUATION CRITERIA

---

### SECTION 4: PROPOSAL EVALUATION CRITERIA

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Minimum Qualifications Documentation	Pass/Fail
Written Proposal for Services	80 Points
Equity Statement	20 Points
<b>TOTAL POINTS</b>	<b>100</b>

## SECTION 5: MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED (PASS/FAIL)

---

### SECTION 5: MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED (PASS/FAIL)

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. 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.

<b>MQ #</b>	<b>Description</b>
<b>MQ #1</b>	Completed Attachment 1, Proposer Questionnaire and References
<b>MQ #2</b>	Evidence that Proposer has 3 years of experience within the last 5 years providing the services requested by this Solicitation (To be answered on Attachment 1)
<b>MQ #3</b>	Completed Attachment 2, Proposer’s Written Proposal for Services
<b>MQ #4</b>	Completed Attachment 3, Proposer’s Equity Statement
<b>MQ #5</b>	Completed Attachment 4, Health Care Accountability Ordinance (HCAO) Declaration and Minimum Compensation Ordinance (MCO) Declaration

## **SECTION 6: SCORED DOCUMENTS**

---

### SECTION 6: SCORED DOCUMENTS

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit the Scored Documents consisting of Attachment 2, Written Proposal for Services and Attachment 3, Equity Statement.

## **SECTION 7: SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION**

---

### SECTION 7: SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION

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

<b>RSD #1</b>	Evidence that Proposer is I2B compliant or likely to become compliant within 30 calendar days of the Proposal Due Date.
---------------	---

## SECTION 8: CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

---

### SECTION 8: 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”). 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.

#### **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.

##### 2. Contractor Vaccination Policy Attestation Form

If awarded a Resulting Contract when selected from the Prequalified Pool, Proposer must agree to comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found here: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>.

##### 3. Administrative Code Chapter 12X

If awarded a Resulting Contract when selected from the Prequalified Pool, Proposer may be subject to the requirements of [Administrative Code Chapter 12X](#), which prohibits the City from entering into a contract with a Proposer that has its headquarters in a state with laws that perpetuate discrimination against LGBTQ people; restrict abortion prior to the viability of the fetus; or suppress voting rights. The list of Covered States is available [here](#). When permitted, City, in its sole and absolute discretion, may elect to obtain a waiver to the requirements of Chapter 12X based on one or more exceptions permitted thereunder.

##### 4. Administrative Code Chapter 12B

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



## SECTION 8: CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

---

### C. Health Care Accountability Ordinance

If awarded a Resulting Contract when selected from the Prequalified Pool, Proposer may be required to comply with the requirements of Chapter 12Q. For more information, visit: <http://sfgov.org/olse/hcao>

### D. Minimum Compensation Ordinance

If awarded a Resulting Contract when selected from the Prequalified Pool, Proposer may be required to comply with Administrative Code Chapter 12P. For more information, visit: <http://sfgov.org/olse/mco>.

### E. First Source Hiring Program

If awarded a Resulting Contract when selected from the Prequalified Pool, Proposer may be required to comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. For more information, visit <https://oewd.org/first-source>.

## Section 9: Terms and Conditions for Receipt of Proposals

---

### SECTION 9: TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

#### 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).

#### 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. 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 CONTRACT TERMS.**

#### 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

## **Section 9: Terms and Conditions for Receipt of Proposals**

---

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.

### **Limitation on Communications During Solicitation**

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

### **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.

### **Variable Contract Terms**

While this RFQ is intended to retain a qualified list of providers to support DCYF's funding cycle, contract terms for the services within this RFQ may vary. Variation in contract terms will depend on the availability of funds; performance relative to the requirements and expectations set forth by this RFQ; compliance with DCYF's contractual, reporting and evaluation requirements; and other expectations detailed in the contract and award letter. In addition, DCYF shall, at its sole discretion, have the option to renew the contract agreement. The final terms and conditions of the contract shall be subject to negotiation.

## Section 9: Terms and Conditions for Receipt of Proposals

---

### Cybersecurity Risk Assessment

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

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

- **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.

### 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.

### 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.

### Protest Procedures

#### I. **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

## Section 9: Terms and Conditions for Receipt of Proposals

---

Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

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

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

### 3. **Protest of Prequalified Pool Creation**

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

### 4. **Delivery of Protests**

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

### **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.

### **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

## **Section 9: Terms and Conditions for Receipt of Proposals**

---

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.

### **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.

### **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.

### **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.

### **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.

### **Other**

- I. 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

## Section 9: Terms and Conditions for Receipt of Proposals

---

- 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.