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



**REQUEST FOR QUALIFICATIONS
OUR415 COORDINATED COMMUNICATIONS**

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ATTACHMENTS

- Attachment 1: Proposer Coversheet and References
- Attachment 2: Written Proposal Template
- Attachment 3: Equity Statement
- Attachment 4: CMD LBE Forms (CMD Attachment 2)
- Attachment 5: Health Care Accountability Ordinance (HCAO) & Minimum Compensation Ordinance (MCO) Declaration Forms
- Attachment 6: P-600 Contract Template

SECTION 1: INTRODUCTION

ABOUT DCYF

OUR MISSION

The Department of Children, Youth and Their Families (DCYF) has administered San Francisco’s powerful investments in children, youth, transitional age youth (TAY) and their families through the Children & Youth Fund since 1991. Our work brings together City agencies, schools and community-based organizations (CBOs) to help the City’s youth and families lead lives full of opportunity and happiness. DCYF and our partners have a proud history of funding high-quality, culturally-relevant and empowering services with a deep commitment to advancing equity and healing trauma.

OUR VISION

DCYF envisions a strong San Francisco where all children and youth are supported by nurturing families and communities; all children and youth are physically and emotionally healthy; all children and youth are ready to learn and succeed in school; and all youth are ready for college, work and productive adulthood.

OUR FOUNDATION



Our work is supported by four Strategic Pillars that reflect our core beliefs about how we must operate to achieve the outcomes we seek for children, youth, TAY and their families. Engagement with San Francisco’s Communities is at the heart of our approach because it grounds our work in the voices of the communities we serve. Strategic Funding describes how DCYF targets funding for services to address needs and disparities while working together with CBOs and City partners to maximize resources. Our focus on Quality Services drives how we support the best practices, technical assistance and capacity building that builds on the strength and quality of our CBO and City partners. Lastly, as a funder that provides resources that operate within systems held by other agencies, Collaborative Partnerships are critical to our ability to coordinate services for the benefit of children, youth TAY and their families.

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") to support DCYF's Our415 Coordinated Communication Initiative.

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.

The LBE subcontracting requirements for this RFQ will be determined project-by-project. For any CMD related questions, please reach out to our CMD Officer Melinda Kanios at Melinda.Kanios@sfgov.org.

OUR415 COORDINATED COMMUNICATION

The Our415 Coordinated Communication Initiative originated from Mayor London Breed's [Children & Families Recovery Plan](#) which found that children, youth, transitional age youth (TAY) and families are unaware of the programs, resources and supports offered by the City and County of San Francisco. This finding was reinforced by [DCYF's 2022 Community Needs Assessment](#), which indicated that better approaches are needed to inform and connect youth and families to the City's wealth of services.

To address these findings DCYF created the **Our415 Coordinated Communication Initiative**, an intentional effort to ensure that children, youth, TAY and families are aware of programs, services, events and resources and able to connect to them. The initiative includes:

- Ongoing coordination with City agencies and the San Francisco Unified School District (SFUSD) to gather information about services and resources for children, youth, TAY and families
- Our415.org a resource website that includes a feed of timely events and happenings, a calendar and a resource database of City programs, services, events and resources
- Design, promotion and outreach expertise and execution to create consistent branding and effective messaging
- A network of community organizations to serve as messengers and points of connection
- Resources and training modules for navigators, case managers and other supportive practitioners that helps them use the Our415.org Online Service Inventory Database
- Our415 branded community events and resource fairs to further spread the word about programs, services, events and resources

MULTIPLE SERVICE AREAS: The Prequalified Pool will consist of the following 4 Service Areas:

Service Area 1: Web-based Design & Development: design and develop DCYF websites including (but not limited to) DCYF.org, the department's central website, and Our415.org, a resource website with programs, services, events and resources, with a goal of making these sites accessible, user-friendly and able to connect visitors to information. This Service Area includes:

- User Interface Design: Create intuitive and user-friendly interfaces that ensures easy access to information, search functionalities, mapping capabilities, and personalized user settings.

- Newsfeed and Social Media Integration: Develop an active newsfeed that integrates with popular social media channels, including Facebook, Twitter, Nextdoor, and Instagram. This integration should allow for seamless sharing and interaction with relevant content.
- Curated Calendar of Events: Implement a calendar of events feature that enables users to access and submit events related to children, youth, and families. The calendar should provide relevant details, including date, time, location, and event description.
- Database Integration: Ensure the ability to integrate access to an online service inventory database of programs and resources

Service Area 2: Online Service Inventory Database: develop a comprehensive and scalable database system that stores and organizes information on programs, resources, events, and other relevant data for children, youth, and families to be accessed on the Our415.org website. Specific components include:

- Dataset Acquisition and Management: gather and maintain data on programs, services, events and resources for children, youth, TAY and families in San Francisco, especially those publicly funded by the City & County of SF. Datasets will include information provided by DCYF and other City partners as well as data gathered and kept up to date by the contractor. Develop a system to manage and update these datasets in real-time.
- Integration with Our415.org: develop and implement the Online Services Inventory Database on an open source API platform that adheres to best practices and standards for web development and can be integrated into the Our415.org website.
- Multi Language Support: ensure multiple language support including but not limited to English, Spanish, Chinese, Filipino, Arabic and Vietnamese.
- Mapping Capabilities: Implement mapping capability to provide users with local and hyperlocal neighborhood-based results using geolocation and mapping technologies.
- Robust Search Functionality: using criteria such as location, age group, and service type.
- AI Assistant Integration: Integrate AI capabilities into the platform to provide responsive and culturally relevant assistance to users including multiple language support
- Machine Learning Integration: Employ machine learning algorithms to analyze and derive insights from the acquired datasets. Implement recommendation systems, data clustering, and predictive modeling to enhance search results and personalize user experiences.

Service Area 3: Event Design, Planning & Production: support the implementation of the Our415 Initiative's community events and resource fairs through design, planning and production. Specific components include:

- Event Identity & Format: work with DCYF staff and stakeholders to identify event parameters such as theme, audience, event flow and timing.
- Budget/Financial Accounting: work with DCYF staff to develop initiative and event budgets and identify ways to reduce expenses. Execute comparative pricing to secure the lowest possible costs, track expenses and adjust budget, as needed.
- Location, Logistics & Production: secure venues; communicate with venue and management staff; design and implement floor plans, seating arrangement, registration stations, food and beverage locations, staging, entertainment and kitchen/service areas; and ensure compliance with regulations, permitting processes, insurance needs and city service requirements.
- Staffing: provide staff to assist with set-up and break down, make recommendations for using volunteer staff and manage volunteer task assignments

- Catering: coordinate catering including menu selections, staffing, equipment and logistics; negotiate catering contracts; solicit in-kind food and beverage partners.

Service Area 4: Brand, PR & Digital Marketing Services: provide comprehensive expertise in establishing and elevating the brand identity and presence of DCYF and its initiatives. Specific components include:

- Branding: Crafting strategic brand strategies.
- Public Relations: Implementing targeted public relations campaigns.
- Digital Marketing: Deploying effective digital marketing techniques to amplify agency's message and audience engagement.

CREATION AND DURATION OF THE PREQUALIFIED POOL

For each RFQ Service Area a Proposer applies in, they must submit a separate Attachment 2 (Written Proposal Template). For example, a Proposer applying in Web-based Design & Development and Event Design Planning & Production would submit two Attachment 2 documents, one for each Service Area. Proposers meeting the Minimum Qualifications and scoring a minimum of 75 points for each Service Area 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 PREQUALIFIED POOL

1. 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 LBE Subcontracting Participation Requirements.
- 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

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	Friday September 1 st , 2023
Question Submission Period Ends	Monday September 11 th , 2023, 5pm
Answers to Questions Posted	Friday September 15 th , 2023, 5pm
Proposals Due	Monday October 2 nd , 2023, 5pm
Notice of Intent to Establish Prequalified Pool	Friday November 3 rd , 2023, 5pm
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	Dori Caminong Community Engagement & communications Manager Department of Children, Youth and Their Families 1390 Market Street, Ste 900, San Francisco, CA 94102 E-mail: Our415-RFQ@dcyf.org

SUBMISSION REQUIREMENTS

To apply in response to this RFQ please submit proposals to Our415-RFQ@dcyf.org by Monday October 2nd, 2023, 5pm. 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:
Our415-RFQ@dcyf.org	Monday September 11 th , 2023, 5pm

To ensure that all applicants have access to both the submitted questions and their corresponding answers DCYF will publish all received questions and answers **Friday September 15th, 2023, 5pm at www.dcyf.org**.

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:

Melinda Kanios
 Contract Monitoring Division
 City and County of San Francisco
 Tel: 415-274-0511
 Email: Melinda.Kanios@sfgov.org
 Website: 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

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
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.

PROFESSIONAL SERVICES BY JOINT VENTURES

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
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%

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
<p>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.</p>		

LBE SUBCONTRACTING PARTICIPATION REQUIREMENTS

The LBE subcontracting requirements for this RFQ will be determined project-by-project. For any CMD related questions, please reach out to our CMD Officer Melinda Kanios at Melinda.Kanios@sfgov.org.

LBE Subcontracting Requirements for Resulting Contracts

1. Application of LBE Subcontracting Participation Requirements to Resulting Contracts

The LBE subcontract requirement will be determined project-by-project. Prior to conducting a solicitation to the Prequalified Pool or selecting a contractor from the Prequalified Pool without a further solicitation in accordance with the above guidelines, the awarding department shall contact CMD to obtain LBE subcontracting requirements or waiver of such requirements for the Resulting Contract. The LBE subcontracting requirements shall be based on the specific scope of each awarded contract, LBE availability and contract amount.

2. LBE Good Faith Outreach Forms for Resulting Contracts

Where LBE Subcontracting Participation Requirements apply to a Resulting Contract, contractors responding to a solicitation made to the Prequalified Pool (or, if applicable, selected without a solicitation to the Prequalified Pool), must submit response packages that include the following LBE Participation Requirements and Good Faith Outreach Forms, which can be found in Attachment 4 of this RFQ. The applicable forms will consist of:

- (a) **CMD Form 2A:** LBE Participation Form
- (b) **CMD Form 2B:** Good Faith Outreach Form. Proposer must obtain at least 80 points in order to achieve adequate good faith outreach. If a contractor's proposed LBE subcontracting participation exceeds the LBE Subcontracting Participation Requirement for a Resulting Contract by at least 35%, the contractor is excused from conducting or documenting its good faith efforts.
- (c) **CMD Form 4:** Joint Venture Form (if applicable)
- (d) **CMD Form 5:** Employment Form

Failure to complete, sign and submit each of the required LBE Participation Requirements and Good Faith Outreach Forms prior to award of a Resulting Contract may result in the response package being deemed non-responsive and rejected.

3. CMD Compliance Officer

The CMD Compliance Officer (CCO) for this RFQ and any Resulting Contract awarded to Contractors selected from the Prequalified Pool established pursuant to this RFQ is: Melinda Kanios

Contract Monitoring Division
City and County of San Francisco
Email: Melinda.Kanios@sfgov.org
Website: www.sfgov.org/cmd.

4. LBE Payment and Utilization Tracking

Where LBE Subcontracting Participation Requirements apply to a Resulting Contract, a Contractor selected from the Prequalified Pool shall agree to:

- (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and
- (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD.

Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: <https://sfcitypartner.sfgov.org/pages/training.aspx>

SECTION 4: PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Written Proposal	80
Equity Statement	20
TOTAL POINTS	100

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.

MQ #	Description
MQ #1	Completed Attachment 1, Proposer Questionnaire and References.
MQ #2	Evidence that Proposer has 2 years of experience within the last 5 years providing the services requested by this Solicitation.
MQ #3	Completed Attachment 2, Proposer's Written Proposal.
MQ #4	Completed Attachment 3, Proposer's Equity Statement
MQ #5	Completed Attachment 5, Health Care Accountability Ordinance (HCAO) & Minimum Compensation Ordinance (MCO) Declaration Forms.

SECTION 6: WRITTEN PROPOSAL EVALUATION CRITERIA AND EQUITY STATEMENT

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth in Attachment 2 (Written Proposal Template) and Attachment 3 (Equity Statement).

For each RFQ Service Area a Proposer applies in, a separate Attachment 2 (Written Proposal Template) must be submitted. For example, a Proposer applying in Web-based Design & Development and Online Service Inventory Database would submit two Attachment 2 documents, one for each Service Area.

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.

RSD #1	Evidence that Proposer is 12B compliant or likely to become compliant within 30 calendar days of the Proposal Due Date.
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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. 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.

3. 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>

4. 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>.

5. 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

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.

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 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.

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

1. PROTEST OF NON-RESPONSIVENESS DETERMINATION

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

2. PROTEST OF NON-RESPONSIBLE DETERMINATION

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

3. PROTEST OF 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 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

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.