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



## REQUEST FOR QUALIFICATIONS TECHNICAL ASSISTANCE & CAPACITY BUILDING

**SOURCING EVENT ID:** 000007983  
**DATE ISSUED:** March 22, 2023  
**DEADLINE FOR SUBMISSION:** April 17, 2023

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## ATTACHMENTS

Attachment 1: Proposer Coversheet and References

Attachment 2: Written Proposal Template

Attachment 3: Health Care Accountability Ordinance (HCAO) & Minimum Compensation Ordinance (MCO)  
Declaration Forms

Attachment4: P-600 Contract Template

## SECTION I: INTRODUCTION

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### 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

## **SECTION I: INTRODUCTION**

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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 technical assistance, capacity building and professional development services to improve the quality of services for all children and youth.

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 Service Areas: The Prequalified Pool will consist of the following 11 Service Areas:

#### **Service Area 1: Community Schools**

The Community Schools Service Area seeks to support transforming schools into a place where educators, community members, families and students work together to strengthen student learning and their social and emotional development. This Service Area includes conducting a Community Schools Needs Assessment at school sites, Community Schools 101 workshops and coaching for Community Schools Leaders.

#### **Service Area 2: Diversity Equity & Inclusion (DEI)**

The Diversity Equity & Inclusion (DEI) Service Area seeks to support organizations that want to become a more equitable organization by taking in-depth look at organizational and staff practices that promote the representation and participation of different groups of individuals: people of different ages, ethnicities, abilities and disabilities, genders, religions, cultures and sexual orientations.

#### **Service Area 3: Emergent Issues**

The Emergent Issues Service Areas seeks to support issues that arise during the course of the engagement that entail scopes of work not previously considered in this RFQ. The emergent issues will be determined by DCYF’s Five Year Grantmaking Cycle Request for Proposals, scheduled for release on July 1, 2023.

#### **Service Area 4: Emotional Well-Being**

The Emotional Well-Being Service Area seeks to address the impact of adverse childhood experiences on the emotional and mental well-being of children, youth and their families as well as youth development practitioners. This service area also seeks support in Health & Wellness, Grief & Loss and Healing Circles for organizational staff.

## **SECTION I: INTRODUCTION**

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### **Service Area 5: Family Empowerment**

The Family Empowerment Service Area seeks to support a range of programming that is intended to create multiple pathways for families and caregivers to access support services.

### **Service Area 6: Justice Services**

The Justice Services Service Area seeks to support 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.

### **Service Area 7: Nonprofit Management and Consulting**

The Nonprofit Management and Consulting Service Area seeks to provide nonprofit management consulting services aimed at building the capacity of both nonprofit service providers and City department staff who work with nonprofit service providers. This service area seeks expertise in the following subject areas: Nonprofit financial management, fundraising and proposal writing, nonprofit governance, fiscal sponsorship assistance, nonprofit technological infrastructure, nonprofit development, strategic planning and/or evaluation, talent lifecycle management, communications and marketing, volunteer management.

### **Service Area 8: Positive Youth Development**

The Positive Youth Development (PYD) Service Area seeks to support youth development practitioners in building their capacity on PYD's philosophy and programmatic approach across all of DCYF's funded programs that support the children, youth and TAY to be healthy, productive, and engaged youth as they grow into adulthood. Seeks expertise in out of school time, financial literacy, mentorship, math & literacy supports, youth leadership, skill building, youth workforce development.

### **Service Area 9: Program Quality Assessment**

The Program Quality Assessment (PQA) Service Area seeks to support DCYF funded programs in a three-part process of assessing, planning and improving programs through an internal and external program assessment. Information collected from the assessments would be used to improve the experiences of young people and supports staff's professional development.

### **Service Area 10: Leadership Development**

Executive Leadership seeks to support Executive Directors who want to move from transactional leadership to a more transformative, culturally rooted healing centered leadership style by creating change in individuals and social systems and developing the next generation of leaders.

Staff Development seeks to support youth development practitioners, coordinators and directors' staff through a series of workshops, coaching and/or cohort learning to support and develop their knowledge and skills of Adverse Childhood Experiences (ACEs), Diversity Equity & Inclusion, Culturally Rooted and Healing Centered Leadership, Time Management, Receiving and Giving Feedback, Coaching, Program Planning, etc.

## SECTION I: INTRODUCTION

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### Service Area 11: Support for Families with Disabilities

The Support Families of Children with Disabilities Service Area seeks information and education to build the capacity of families and youth development practitioners to support children and youth with disabilities.

### 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 Positive Youth Development and Support for Families with Disabilities 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 the 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; 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.
- c. For Resulting Contracts that are less than the Minimum Competitive Amount in effect when the selections are 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.

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### **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 22, 2023, 9:00 A.M.
Question Submission Period Ends	March 31, 2023, 5:00 P.M.
Answers to Questions Posted	April 7, 2023, 5:00 P.M.
Proposals Due	April 17, 2023, 5:00 P.M.
Notice of Intent to Establish Prequalified Pool	May 12, 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	Teodora Ildefonso-Olmo Technical Assistance and Capacity Building Manager, Department of Children, Youth and Their Families 1390 Market Street, Suite 900, San Francisco, CA 94102 E-mail: <a href="mailto:ta-rfq@dcyf.org">ta-rfq@dcyf.org</a>

### SUBMISSION REQUIREMENTS

To apply in response to this RFQ please submit proposals to [ta-rfq@dcyf.org](mailto:ta-rfq@dcyf.org) by April 17, 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:
<a href="mailto:TA-RFQ@DCYF.ORG">TA-RFQ@DCYF.ORG</a>	MARCH 31, 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 by **April 7, 2023, 5:00 P.M. at [www.dcyf.org](http://www.dcyf.org).**



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

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### 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

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

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

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%
<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

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

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### SECTION 4: PROPOSAL EVALUATION CRITERIA

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Minimum Qualifications Documentation	Pass/Fail
Written Proposal	100
<b>TOTAL POINTS</b>	<b>100</b>

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

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### **SECTION 5: MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED**

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>	Completed Attachment 2, Proposer’s Written Proposal.
<b>MQ #3</b>	Completed Attachment 3, Health Care Accountability Ordinance (HCAO) & Minimum Compensation Ordinance (MCO) Declaration Forms.

## **SECTION 6: WRITTEN PROPOSAL EVALUATION CRITERIA**

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### **SECTION 6: WRITTEN PROPOSAL EVALUATION CRITERIA**

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.

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 Positive Youth Development and Support for Families with Disabilities would submit two Attachment 2 documents, one for each Service Area.

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

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**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 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

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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. 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

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### 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

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### 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**

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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

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### 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

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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

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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

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- 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.