

REQUEST FOR QUALIFICATIONS
#DEC24-04 FOR:

Training, Technical Assistance, and Rating Assessment Services



REQUEST FOR PROPOSALS ISSUED: 10/25/2024
DEADLINE TO SUBMIT PROPOSALS: 11/22/2024 12:00 PM PST



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I. Introduction

A. General

This Request for Qualifications (hereinafter “RFQ” or “Solicitation”) is being issued by San Francisco Department of Early Childhood (hereinafter, “DEC” or “City”). DEC seeks Proposals from qualified entities, organizations, and consultants for training and technical support, and rating and assessment services for the early childhood education quality improvement system. Specifically, DEC’s seeks to create a Prequalified Pool of Proposers (“Prequalified Pool”) from entities with excellent qualifications and demonstrated successful delivery in conducting training and technical assistance, and rating and assessment services, for family childcare homes and center based early care and education sites in three specific Core Areas: Child Development and School Readiness, Teachers and Teaching, and Program and Environment.

B. Background

Research and practice confirm that readiness and achievement disparities can be documented long before children enter kindergarten. Research has also shown us how to design high-quality early education programs that will enable all children to build a solid foundation for school success and lifelong learning. For years, we have known that waiting until kindergarten is too late to begin extending educational opportunities to all children, especially for children with high needs. A recent longitudinal study of SFUSD student outcomes shows us that children ready for kindergarten show an advantage over children who aren’t, and that advantage stays with them throughout their school life. Now the evidence is indisputable: we can reduce school failure, realize cost savings, create more equitable opportunities, and enhance all children’s school readiness and lifelong success by enhancing and expanding early childhood learning opportunities.

San Francisco County has more than fifteen years of investing in local early childhood quality improvement efforts for licensed Early Childhood Education settings and community-based



programs. This investment has resulted in a robust system of training, capacity-building and professional development support for city-funded early care and education programs.

A driving force behind San Francisco’s quality improvement efforts has not only been to ensure quality early learning for every child in San Francisco, but also to ensure that the early care and education workforce is well supported in achieving the excellence they desire for all children in their care.

DEC will continue to grow and strengthen this system by blending local funds with funds from Quality Counts California (QCC) – a partnership between First 5 California and California Department of Social Services. San Francisco’s quality improvement system, locally known as Quality Connections (DEC-SFQC), a program of DEC, integrates select elements of the State and Quality Rating and Improvement System (QRIS) Matrix with a local set of embedded quality standards, which together form the backbone of a quality improvement pathway.

C. Diversity, Inclusion, Equity

DEC is committed to a culture of inclusion; everyone should have what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin. The Department believes that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients.

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

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

D. Project Objectives

The DEC-SFQC vision is a city where all families have access to the highest quality of care and education for their children beginning at birth.

Through the DEC-SFQC, the DEC is working to ensure that all early learning settings are guided and supported in their quality improvement efforts. DEC-SFQC helps define and measure specific quality indicators for participating early learning programs. In this way DEC-SFQC supports educators, and those supporting and partnering with them, to reflect on strengths and challenges and then focus on those areas that will systematically improve quality, while also striving to be feasible, targeted and not overly burdensome on providers to the greatest extent possible.

Quality Partners, organizations and entities who are proposers and are selected under this RFQ, are dedicated to supporting early care providers with the training, technical assistance, coaching, and professional development support they need to elevate their quality of care for all San



Francisco children. Entities who meet minimum qualifications through this RFQ will be eligible to participate in planning, program development, evaluation, coordination activities, delivery of professional development and overall system improvement efforts.

E. Target Populations

The target for this grant, in accordance with the DEC Diversity, Inclusion and Racial Equity policy previously stated in this RFQ, is to serve all populations and ethnicities in San Francisco and include expertise for city-wide populations who face inequitable access and barriers to services and thus experience disparate educational, social, health, emotional, financial, and/or other wellbeing outcomes. Based on the most recent Kindergarten Readiness data from the fall of 2023, the City has determined that proposers to this RFQ need to have expertise and experience serving San Francisco's high-need populations including but not limited to African American/Black children, Latino children, Pacific Islander children, and children with Special Needs.

F. Funding and Contract Term

Proposers will not be compensated for costs incurred to respond to this RFQ.

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 and can issue multiple contracts in multiple Core Areas.

Contracts may be project based, for one year, or for multiple years. More than one contract may be awarded. Specific contract activities, budgets and length of contract term will be negotiated after a contract is awarded.

Contract renewal and award amounts are subject to DEC staff review of the project, negotiation of contracts and scope of work, and continued availability of funds. Also, the contract award in future years may be decreased or eliminated. Funding renewal and amount of funds allocated to the purposes of this RFQ are at the sole discretion of DEC.

Due to the varied nature of the services to be performed, the City reserves the right to contract with any, none or all pre-qualified Proposers.

G. Creation and Duration of the Prequalified Pool

Proposers meeting the Minimum Qualifications and scoring a minimum of 70 points in each respective Core Areas 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.

H. 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 shall not include an LBE Participation Requirement because it has been waived for this solicitation, the pre-qualified pool and any contract arising from the pre-qualified pool.
- 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.

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

Except where a contractor was selected without a further solicitation for a contract amount equal to or less than the Minimum Competitive Amount, City shall not issue a Notice of Intent to Award when awarding a Resulting Contract to 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.

iii. 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.

iv. 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.

I. 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.

J. RFQ Schedule

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 onto the [DEC website](#).

Proposal Phase	Tentative Date
Request for Qualifications Issued	October 25, 2024
Deadline for Written Questions	November 4, 2024
Mandatory Letter of Intent Due	November 13, 2024
Deadline to Submit Proposals	November 22, 2024 @ 12PM PST
Notice of Intent to Establish Prequalified Pool	January 15, 2025
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
RFQ Pool Administrator	Jennifer Delos Reyes Programs Quality Manager 1650 Mission Street, Suite 300 San Francisco, CA 94103 Email: Dec-Contracts@sfgov.org

K. Written Questions

DEC is committed to providing as much as clarity as possible during the RFQ process. Proposers must submit all RFQ questions to the RFQ Pool Administrator in writing at the email address above. All questions must be submitted on or prior to **November 1, 2024** and following this due date, only technical questions regarding submission will be addressed. Please note that all received questions and answers will be posted onto the DEC website. DEC staff **will not answer questions via telephone or in person.**



II. Services requested

This Request for Qualifications (RFQ) issued by the San Francisco Department of Early Childhood (DEC) is seeking qualified entities with excellent qualifications that can demonstrate successful delivery in conducting Training and Technical Assistance and Rating and Assessment Services for licensed early care and education settings, that includes family childcare homes, and center-based programming, which may include other alternative early childhood settings such as Family Resource Centers or family friend and neighbor (FFN) care provided by family, friends or neighbors in three specific Core Areas. These areas include **Child Development and School Readiness, Teachers and Teaching, and Program and Environment.**

DEC is seeking qualifications to establish a pre-qualified pool of entities. These entities will be responsible for delivering a comprehensive range of services for the early childhood field, serving infants, toddlers, and preschool-aged children. Depending on their qualifications, these entities may be involved in planning, facilitating, implementing, evaluating, and documenting training and technical assistance activities in any of the three Core Areas.

For training and technical assistance, proposers should represent expertise in many different training and technical assistance modalities, including large and small group training, Professional Learning Communities, Early Childhood-Focused Cohorts, Leadership Development, Instructional Coach Development, Mental Health Consultant Development, practice-based coaching, and site-based consultation. This is not an exhaustive list of modalities; other desired modalities may emerge as the system evolves.

For rating and assessment services, proposers should have the ability and capacity to provide rating and assessment service modalities within and across the three Core Areas. Rating and assessment modalities can include anchoring (when assessors need to come together to norm and ensure the reliability of the assessment tool) and recertification (when a coach/assessor/trainer needs to be recertified in their core content area), as well as other validation supports of external quality classroom assessments and processes for the city. This is not an exhaustive list of modalities; other desired modalities may emerge as the system evolves.

The three Core Areas referenced above were initially organized in California's Quality Continuum (CQC) Framework (Attachment C). Each Core Area will focus on the ten quality standards the City has aligned to the CQC framework based on research and input from national, state, and local experts. These quality standards describe the requirements and expectations of all City-funded early childhood programs.

The following are the ten quality standards for San Francisco:

Child Assessment & Observation

Child Observation is the method of watching, listening, asking questions, documenting, and analyzing the words and actions of children as they interact with their surroundings and other people. Child Assessment is the process of gathering information about a child, reviewing the information, and then using the information to change the environment



and plan a curriculum that responds to the child's interests, strengths, and needs.

Curriculum

The curriculum guides 1) what and how to teach, 2) ways to create nurturing and responsive practices, interactions, and environments that foster trust and emotional security, and 3) how to promote progress toward children's development. The curriculum also provides ways to create nurturing and responsive practices, interactions, and environments that foster trust and emotional security.

Developmental Screening

Developmental screening helps recognize children's milestones and possible developmental concerns or delays and can identify needs for early intervention. The earlier a concern or delay is recognized, and intervention begins, the better the child's chance of substantial progress.

Family Partnership

When programs effectively engage families, they create a mutual, respectful, and responsive partnership between families, early learning and care providers, and other related professionals to promote children's development, learning, strong parent/child relationships, and wellness. Family engagement happens when early childhood professionals and families actively participate in an ongoing process of building and maintaining these meaningful relationships. Family-teacher partnerships and engagement in early education are important for children because they help create consistency between the home and school environments.

Environment

Safe, responsive, and nurturing environments are essential for supporting the learning and development of infants, toddlers, and preschoolers. In addition to the indoor learning environment, children need regular access to outdoor space to move and engage with the natural world.

Interactions

Interactions between children and adults are the primary way of supporting children's development and learning. Effective, engaging interactions and environments form the foundation for all learning in early childhood classrooms.

Ratio & Group Size

In early care and education settings, smaller class sizes and lower staff-child ratios create conditions needed for increased levels of high-quality social and instructional interactions. The number of teaching staff (adults) present to teach and care for children compared to the number of children playing, eating, and sleeping together in a group is known as the child-to-adult ratio. In center-based settings, a group of children is usually considered the



children in the same classroom, and in family child care homes, the group of all the children receiving care at any one time. The maximum number of children in a group is called the group size. Ratios and group size are two factors that are critical to a child's health, safety, and development.

Professional Development

Professional development (PD) is any approved continuing education effort for teachers. It improves teachers' knowledge and skills and, in turn, boosts children's outcomes. PD can occur in conferences, courses, professional learning communities, seminars, retreats, and workshops.

Qualifications

Teacher qualifications are the minimum academic qualifications required. These may include educational achievements and professional degrees related to working with children in the Early Childhood Education environment.

Continuous Quality Improvement

Early Care and Education programs in the Early Learning San Francisco (ELS) network are supported and encouraged to engage in a continuous cycle of quality improvement focused on improved outcomes for children and families. A Quality Improvement Plan (QIP) is used to outline and track a quality continuum, where the program maps out its steps to improve its planning and tracks progress incrementally.

The program requirements, implementation, and expectations for these ten quality standards are outlined further in DEC's Quality Standards for the Early Learning San Francisco Program document (Attachment D). To respond to San Francisco's program and professional development needs for early childhood educators in the various early care and education settings and to meet common standards of quality, this RFQ seeks to prequalify entities, consultants, and organizations who can be counted on to implement supports through a range of activities that align with the three Core Areas and ten quality standards highlighted above. These activities are anticipated to vary in size and complexity. Further, actual projects may differ from the descriptions herein, including all or some listed activities. Not all activities have yet been defined, but they may continue to evolve as common standards evolve.

All activities and modalities will be offered in multiple languages and may be required in multiple formats and times. Actual projects in the Core Areas may include multiple activities. Additionally, as the state and local quality improvement frameworks evolve, actual projects may include activities not currently developed.

Pre-qualified entities will also be expected to complete activities in the areas of evaluation, reporting, documentation/administration, and overall systems improvement, as requested or outlined in final negotiated scopes of work and contracts. All pre-qualified entities are expected to participate in professional development to enhance coaching and professional development facilitation skills and enhance alignment efforts under the Universal Prekindergarten (UPK)



umbrella.

III. Local Business Enterprise (LBE) Program Requirements

A. 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 Compliance Officer I
Contract Monitoring Division
City and County of San Francisco
Tel: 415.274.0511
Email: Melinda.Kanios@sfgov.org
Website: www.sfgov.org/cmd.

B. Application of LBE Rating Bonuses and/or Bid Discounts

LBE Rating Bonuses and/or Bid Discounts shall be applicable 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.

1. 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% <i>So long as it does not adversely affect a Small or Micro-LBE Proposer's participation or, for Professional Services, an JV Proposer's participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

2. 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%
<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>		

C. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded to a Contractor selected from the Prequalified Pool because the LBE Subcontracting Requirements were waived by the Contract Monitoring Division.

IV. Minimum Qualifications Documentation Required with Proposal (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	Proposers must complete an Online Application that includes all required forms.
MQ#2	Applicants must have a minimum of two years direct prior experience specific to technical assistance and training for the early care and education and/or early childhood sector.
MQ#3	Agency is a current certified vendor or has the ability to become a certified vendor with the City and County of San Francisco within sixty (60) days of notice of intent to award. DEC reserves the right to revoke the qualifications.

V. Proposal Evaluation Criteria

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation and Verification of Qualifications	Pass/Fail
Written Proposal	100 Points
TOTAL POINTS	100

VI. Written Proposal Evaluation Criteria (100 Points)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete online application.

Proposers interested in multiple Core Areas do not need to submit multiple online applications.

Proposers scoring 70 points and above in each respective Core Area will be added to the pre-qualified list for as-needed technical assistance and training services in the selected core areas. Due to the varied nature of the services to be performed, the City reserves the right to contract with any, none or all pre-qualified Proposers.

The selection of any pre-qualified Proposer for contract negotiations shall not imply acceptance by the City of all terms of the response, which may be subject to further negotiation and approvals before the City may be legally bound thereby.

If a satisfactory contract cannot be negotiated in a reasonable time with any pre-qualified



Proposer, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with any other remaining pre-qualified Proposer.

VII. RFQ Proposal Submission Requirements

This will be an entirely electronic submission process. Please read all instructions carefully to ensure a successful and timely submission process. All proposals must be submitted by **November 22 at 12:00 PM PST**. Proposals will not be accepted after this deadline.

A. Mandatory Letter of Intent

Proposers intending to submit an application are **required** to submit a letter of intent to DEC by **November 13 at 12:00 PM PST**. The letter should indicate the specific Core Area or Areas that will be the focus of the application. To the extent possible, the letter should name the proposers to receive funds through the proposed contract. The letters of intent are not binding and are used by staff to anticipate the number of proposal evaluation panel members needed. The letters of intent are to be emailed to DEC-Contracts@sfgov.org. Please include the term “RFQ DEC24-04 Letter of Intent” in your subject line. **Proposers who do not submit a Mandatory Letter of Intent would not be considered for this solicitation.**

B. Online Application

Application via online submission is due by **November 22, 2024 at 12:00 PM PST**. The online application will close at that time, and no late applications will be accepted. The application link is: <https://www.surveymonkey.com/r/DEC-RFQ2404>.

VIII. Supporting Documentation Required Prior to Contract Execution

Proposers must provide each Required Supporting Documentation (“RSD”) identified below prior to execution of the contract. 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 60 calendar days of the Proposal Due Date.
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IX. 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.

1. 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.

b. 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>.

c. 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>.

d. 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>

e. Non-Profit Entities

If awarded a Resulting Contract under this Solicitation, any nonprofit Proposer must be in good standing with the California Attorney General’s Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General’s Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.



X. Terms and Conditions for Receipt of Proposals

A. 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.

B. 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 DEC Website: sfdec.org/funding-opportunities/. **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.

C. 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.

D. 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.

E. 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.

F. 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 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.

G. 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.

H. 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.

I. Protest Procedures

a. Protest of Non-Responsiveness Determination

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

b. Protest of 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.

c. 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.

d. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. Proposer's Obligations under the Campaign Reform Ordinance

If a Resulting Contract awarded to a Contractor from the Prequalified Pool has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

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

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

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

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

O. 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.

P. 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.

Q. 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.

