

City and County of San Francisco
Sourcing Event ID ADM-DS 2020-05

**Request for Proposals for Racial Equity Facilitation and
Consultancy Support**

This Solicitation is posted to the City's PeopleSoft Supplier Portal as a Bid Advertisement only.

All documents related to this Informal Solicitation can be found on the Digital Services website at
digitalservices.sfgov.org/rfp

Proposals must be emailed to the email address specified in this document, per the submission requirements.
Proposals are NOT to be submitted via the City's PeopleSoft Supplier Portal.



Date Issued:	December 1, 2020
Pre-proposal conference date:	December 10, 2020 Register in advance to attend the pre-proposal conference: https://zoom.us/webinar/register/WN_fhRhy5yJTjeGpKA_-om-Ww
Deadline for RFP questions:	December 16, 2020 January 8, 2021
Deadline for RFP answers:	December 18, 2020 January 13, 2021
Deadline for RFP responses:	January 7, 2021 January 31, 2021
Buyer:	Name: Jane Gong Title: Deputy Chief Digital Services Officer Agency: Digital Services, Office of the City Administrator Address: 1275 Mission Street, San Francisco, CA 94103 Phone: 415-261-8032 Email: jane.gong@sfgov.org

Attachments

Attachment 1: Contract Terms P-600

Attachment 2: Fee Sheet

Attachment 3: Proposer Questionnaire

Attachment 4: Proposer Information and References

Attachment 5: First Source Hiring Form

Attachment 6: Health Care Accountability Ordinance & Minimum Compensation Ordinance Forms

Attachment 7: Contract Monitoring Division (CMD) Attachment

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I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Request for Proposals (hereinafter “Solicitation”) is being issued by the City and County of San Francisco, Office of the City Administrator, Digital Services team. Digital Services is seeking one qualified supplier (“Proposer”) to provide facilitation and consultancy support to help City employees have essential conversations about racial equity and take action. These services are designated Phase 1. There are 25 departments, divisions, and programs in the Office of the City Administrator (ADM), and they will be relying on the same contractor to provide similar services for their staff in Phase 2.

2. Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score.

B. Anticipated Contract Term

A contract awarded pursuant to this Solicitation shall be non-exclusive with an anticipated term of 2 years. The City at its sole, absolute discretion, shall have the option to extend the term for 1 additional year for a total of 3 years. The City reserves the right to commence, close, reduce, increase the contract amount and change the Contract Agreement duration consistent with City requirements.

C. Anticipated Contract Not to Exceed Amount

A contract awarded pursuant to this Solicitation shall have a not to exceed (NTE) amount of \$250,000 for the total allowable maximum term. The first contract will be for NTE \$50,000 for work for the Digital Services Team which we have termed Phase 1. Additional contracts for work for other ADM departments, Phase 2, will total an amount NTE \$200,000.

D. Reserved (Cooperative Agreement)

E. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the Proposer’s responsibility to check Digital Services’ website for any addenda and updates.

Proposal Phase	Tentative Date
Proposal issued by the City	December 1, 2020
Optional Pre-Proposal Conference	December 10, 2020
Deadline for submission of written questions or requests for clarification	December 16, 2020 January 8, 2021
Deadline for answers to be available online	December 18, 2020 January 13, 2021

Deadline to submit Proposals	January 7, 2021 January 31, 2021
Oral Interview with firms selected for further consideration (optional)	January 21, 2021 February 12, 2021
Notice of Intent to Award	January 25, 2021 February 19, 2021
<p>The Pre-Proposal Conference: Digital Services will host the pre-proposal conference on Thursday, December 10, 2020 at 3:30 PM. Register in advance to join the webinar: https://zoom.us/webinar/register/WN_fhRhy5yJTjeGpKA_-om-Ww</p> <p>The Pre-Proposal Conference will begin at the time specified and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference shall not excuse the successful Proposer from any obligations of a contract awarded pursuant to this Solicitation. Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by written Addendum to this Solicitation. It is the responsibility of the Proposer to check for any Addendum to this Solicitation and or any other items posted, that will be posted on Digital Services' website digitalservices.sfgov.org/rfp.</p>	

F. How to Register as a City Supplier

The following requirements pertain to Proposers not currently registered with the City as a Supplier. Proposers who have completed their Supplier registration and Proposers who will be submitting their proposal through an existing registered City Supplier may skip this section.

Step 1: Register as a BIDDER at: <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.

G. Proposal Questions and Submissions

1. Proposer Questions

Proposers shall address any questions regarding this Solicitation to Jane Gong at jane.gong@sfgov.org and Mariela Taylor at mariela.taylor@sfgov.org. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest, based on the specifications and conditions.

Questions must be submitted in writing, by email only, no later than ~~December 16, 2020~~ January 8, 2021 at 5 p.m. All questions and answers will be posted publicly on

digitalservices.sfgov.org/rfp. Responses will be posted on ~~December 18, 2021~~ January 13, 2021. Proposer should check Digital Services' website periodically.

A written Addendum will execute any change or addition to the requirements contained in this Solicitation. It is the responsibility of the proposer to check for any Addenda, Q&A postings, and other updates which will be posted on digitalservices.sfgov.org/rfp.

2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5" on all sides.

Organizations interested in responding to this Solicitation must submit information in response to each item requested in this Solicitation in the format requested herein. Information must be provided at a level of detail that enables effective evaluation and comparison between proposals.

Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact your proposal's performance in the selection process.

Late proposal submissions will not be considered and failure to adhere to the above requirements may result in the rejection of your proposal.

3. Time and Place for Submission of Proposals

Proposals must arrive in ~~Jane Gong's inbox~~ (jane.gong@sfgov.org) Jane Gong (jane.gong@sfgov.org) and Mariela Taylor's (mariela.taylor@sfgov.org) inboxes by ~~January 7~~ January 31, 2021 at 5 p.m. (PT).

H. Contract Negotiations

The selection of any proposal shall not imply acceptance by the City of all terms of the proposal, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the next highest-ranking score.

I. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three business days of the City's issuance of a Notice of Non-Responsiveness, a supplier that believes the City has incorrectly determined that its proposal is non-responsive may submit a written Notice of Protest. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The 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 protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Non-Responsible Determination

Within three business days of the City's issuance of a Notice of Non-Responsibility, a supplier that would otherwise be the lowest responsive proposer may submit a written notice of protest. The supplier will be notified of any evidence reflecting upon their responsibility received from others or adduced as a result of independent investigation. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The 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 protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

3. Protest of Contract Award

Within three business days of the City's issuance of a Notice of Intent to Award the contract, any firm that believes that the City has incorrectly selected another proposer for award may submit a written Notice of Protest. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The 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 protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

All protests must be received by the due date. Protests must be transmitted by email to Jane Gong at jane.gong@sfgov.org.

II. CITY'S SOCIAL POLICY REQUIREMENTS

Set forth below are some of the City's more prevalent policies related to certain obligations imposed upon suppliers ("City's Social Policy Requirements") who work with the City, each of which can be found in City's proposed Contract, Attachment 1.

The Social Policy Requirements set forth below are not intended to be a complete list of all City's Social Policy Requirements applicable to this Solicitation. Proposers are required to carefully review all Social Policy Requirements applicable to this Solicitation by reviewing City's proposed Contract, Attachment 1, in its entirety.

A. Contractors Unable to do Business with the City

1. Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in City's proposed Contract, Attachment 1.

2. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are hereby advised that this Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a contractor that has its headquarters in a state that has enacted a law or laws that

perpetuate discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or a contractor that will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as “Covered States” under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of its proposal, unless the City determines that a statutory exception applies.

Refer to Attachment 1 for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

3. Administrative Code Chapter 12B

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

Refer to Attachment 1 for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

B. Reserved. (Payment of Prevailing Wage)

C. Health Care Accountability Ordinance

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission’s minimum standards available at <http://sfgov.org/olse/hcao>. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12Q. Any Subcontract entered into by Proposer shall be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section.

Refer to Attachment 1 for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

D. Minimum Compensation Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. A Proposer selected pursuant to this Solicitation is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this section.

Refer to Attachment 1 for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

E. First Source Hiring Program

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

Refer to Attachment 1 for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

F. Local Business Enterprise Rating Bonus and Bid Discounts

Pursuant to Chapter 14B Local Business Enterprise (LBE) Program, rating bonuses or bid discounts, as the case may be, shall apply to the procurement of the goods or services, as applicable, being procured through this Solicitation in the manner described below. **The rating bonus or bid discount, as the case may be, apply at each phase of the selection process.**

1. Bid Discount/Rating Bonus for 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%

2. Bid Discount/Rating Bonus for Professional Services by Joint Ventures

Estimated Contract Value	Rating Bonus	Small/Micro LBE Participation Level
Greater than \$10,000 but less than or equal to \$10,000,000.	5%	Small/Micro LBE participation level equals or exceeds 35%

	7.5%	Small/Micro LBE participation level equals or exceeds 40%
	10%	Joint Venture is exclusively among Small and/or Micro-LBE Prime Contractors
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.		

G. Local Business Enterprise Subcontracting Participation Requirement and Good Faith Outreach

The LBE Subcontracting Participation Requirement and Good Faith Outreach requirements of Chapter 14B of the San Francisco Administrative Code shall apply to this Solicitation.

1. LBE Subcontracting Participation Requirements

The LBE Subcontracting Participation Requirements for this Solicitation is 15% of the total value of the services to be procured. Pursuant to Sec. 14B.9 of the Administrative Code, Proposers are hereby advised that the Contract Monitoring Division (CMD) has evaluated the availability of Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and Other Business Enterprises (OBE) to perform subcontracting work on this Project. CMD has determined that these types of businesses have the ability to perform some of the services in this RFP.

MBE: 3.2% would be able to perform some services

WBE: 5.1% would be able to perform some services

OBE: 6.8% would be able to perform some services

Subcontracting Participation Requirements can only be met with CMD-certified Small or Micro-LBEs located in San Francisco which can be found here:

http://mission.sfgov.org/hrc_certification/.

2. LBE Good Faith Outreach

Each Proposer shall undertake adequate good faith outreach to LBE subcontractors and demonstrate the efforts on CMD Form 2B (see below) and supporting documents. Proposer must obtain at least 80 points in order to achieve adequate good faith outreach. *If the proposed LBE subcontracting participation in the submitted Proposal exceeds the LBE Subcontracting*

Participation Requirement by at least 35%, the Proposer is excused from conducting or documenting its good faith efforts.

3. LBE Participation Requirements and Good Faith Outreach Forms

All response packages submitted must include the following Contract Monitoring Division (CMD) Forms contained in Attachment 7 to this Solicitation:

- 1) CMD Form 2A: LBE Participation Form
- 2) CMD Form 2B: Good Faith Outreach Form
- 3) CMD Form 3: CMD Compliance Affidavit
- 4) CMD Form 4: Joint Venture Form (if applicable)
- 5) CMD Form 5: Employment Form

Failure to complete, sign and submit each of the required CMD/LBE forms may result in the response package being deemed non-responsive and rejected.

4. CMD Compliance Officer

The CMD Compliance Officer (CCO) for this project is:

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

5. LBE Payment and Utilization Tracking

Contractor shall pay LBE subcontractors within three business days from when the Contractor was paid, as provided under Chapter 14B.7(H)(9). Within ten business days of City's payment of an invoice, Contractor shall confirm that all subcontractors have been paid in the Payment Module of the City's Supplier Portal unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Financial System with each payment request may result in the withholding of 20% of the payment due. Self-Service Training is located at this link: <https://sfcitypartnersfgov.org/pages/training.aspx>.

H. Reserved. (Sweat Free Procurement)

I. Other Social Policy Provisions

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

III. SERVICES REQUESTED

A. Services Requested

Digital Services, in conjunction with the Office of the City Administrator, is seeking one qualified supplier to provide racial equity facilitation and consultancy support

to help City employees have essential conversations about racial equity and take action. There are 25 departments, divisions, and programs in the Office of the City Administrator (ADM), and they will be relying on the same contractor to provide similar services for their staff.

The services being procured through this Solicitation are set forth in the Bid Sheet. Upon contract execution, Proposer's submission with regard to the Services offered shall be incorporated into Appendix B (Price Proposal) and Appendix C (Scope of Work) to the proposed Contract (Attachment 1 to this Solicitation).

Phase 1: Racial Equity Services for the Digital Services Team (\$50,000)

Digital Services is looking for professional support to assess our organizational practices with regards to racial equity, facilitate team conversations, help us develop an action plan, and help us stay accountable.

1. Assessment
 - a. Survey Digital Services staff and conduct interviews with a diverse subset of staff to assess beliefs, attitudes and practices regarding racial equity;
 - b. Provide a summary of these data that protects the identity of individuals who participated;
 - c. Assist in the evaluation of our past and current projects with a racial equity lens
2. Training and Facilitation
 - a. Provide facilitation training to the Digital Services' Equity Steering Team, a team of Digital Services employees working to build a practice of equity in everything that Digital Services does.
 - b. Provide racial equity training and facilitation for mandatory all-staff meetings;
 - i. Use best practices in establishing racial equity as a key value of the department, including developing a shared understanding of key terms and concepts;
 - c. Facilitate the development of a shared vision for a more inclusive and equitable organizational culture;
 - d. Support our team development of a safe space around addressing race and equity concerns, and
 - e. Build staff and organizational capacity, skills, and competencies and provide recommendations for developing programs, policies, and practices that support and advance racial equity over time.
3. Operationalize
 - a. Provide and develop tools and assist in the operationalization of those tools to increase inclusion and racial equity across the department's programs, policies and practices.
 - b. Collaborate with the Equity Steering Team to define outcomes and work processes in our work

- c. Help Digital Services apply a racial equity framework to our work with each other and with community stakeholders
- 4. Guidance on how to structure a program of anti-racist discussions and actions. Open questions we have included:
 - a. How can we use an initial discussion about psychological safety to lay a groundwork for subsequent discussions?
 - b. Should discussions be mandatory for all staff?
 - c. Should discussions be all-staff or smaller groups?
 - d. How many sessions does the team need?
 - e. How should we structure and schedule team education?
- 5. Plan and facilitate up to 40 hours of workshops/discussions with the team
 - a. Our team works remotely, so sessions must happen using Zoom
 - b. We are happy to reserve half or full days for sessions
 - c. We are open to doing this intensively, or spread out (e.g. one hour per week, or one day per month)
- 6. Support to develop a practical action plan that is measurable and actionable.
 - a. Help to create accountability within our team
 - b. Help to develop a plan that is actionable in the short term and sustainable in the long term
 - c. Help to work out how that plan should be owned within the team, not just at the leadership level but throughout the team
 - d. Guidance on how to continue the conversation on our own, after your help has ended.

Phase 2: Racial Equity Services for the Office of the City Administrator (\$200,000)

In 2019, Mayor London Breed signed racial equity legislation mandating the development of a city-wide racial equity framework and the creation of the Office of Racial Equity. As part of this work, all City departments, including the Office of the City Administrator (ADM), are required to develop a Racial Equity Plan. In preparation for this work, ADM has identified leaders, across the department, responsible for leading efforts on racial equity. In continuance of this work, the successful proposer consultant will:

- 1. Develop a training model to disseminate racial equity principles to ADM staff
- 2. Educate ADM staff on racial equity fundamentals, including foundational principles and frameworks
- 3. Inform development of the Racial Equity Action Plan
- 4. Establish best practices for creating a collaborative, inclusive working environment

These additional resources in Phase 2 will build on the professional support provided to Digital Services. The Proposer will work with the Office of City Administrator to develop a more detailed Scope of Work and associated costs.

- B. Reserved. (Compliance Requirements Specific to the Goods/Services Solicited)**
- C. Reserved. (Articles Furnished)**
- D. Reserved. (Alternates)**
- E. Reserved. (Samples)**
- F. Reserved. (Freight on Board)**
- G. Green Purchasing Requirements**

In preparation for any Proposal submitted in response to this Solicitation, Proposers are required to review the City [Mandatory Green Purchasing Requirements](#) to ensure all goods and services offered pursuant to this Solicitation comply with the City's Green Purchasing Requirements. In addition, Proposers are encouraged to refer to Attachment 1 for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

IV. PROPOSAL EVALUATION CRITERIA

Responsive Proposals will be evaluated by a panel ("Evaluation Panel") consisting of one or more parties with expertise related to the services being procured through this Solicitation. The Evaluation Panel may include staff from Digital Services and other City departments. Proposals will be evaluated based on the following criteria, each of which is addressed herein.

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	30 Points
Written Proposal	50 Points
Oral Interviews (Optional)	20 Points
TOTAL POINTS	100

If applicable, a CMD Contract Compliance Officer will assess proposal compliance with 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.

If applicable, a CMD Contract Compliance Officer will assess proposal compliance with LBE requirements and assign a rating bonus to proposal scores.

A. Minimum Qualifications and Required Proposal Documentation (Pass/Fail)

Each proposal will be reviewed for initial determination on whether the Proposer meets the qualifications ("Minimum Qualifications") referenced in this section. This screening is a pass or fail determination as to whether the Proposer has met the minimum qualifications and provided all of the required documents. A proposal that fails to meet the minimum qualifications and provide all the required documents 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 meeting the minimum qualifications.

1. **Minimum Qualifications of Prime Proposer or Joint Venture Partners.** The Prime Proposer demonstrates relevant expertise to successfully perform their role and responsibilities in the scope of services described in the RFP. At minimum, the Prime Proposer must possess the following qualifications:
 - i. A minimum of three years of current experience and expertise with racial equity-specific program design and facilitation, organizational development, staff development and research and evaluation services.
 - ii. Minimum of three relevant, verifiable projects in the last five years.
2. **Key or Lead Personnel Qualifications:** The following are required qualifications for key or lead personnel, such as Project Manager, to be provided as part of this RFP.
 - i. At least three years of current experience and expertise with racial equity-specific program design and facilitation, organizational development, staff development, and research and evaluation services.
 - ii. Experience and knowledge on a minimum of three relevant, verifiable projects in the last five years on racial equity issues, racial equity-specific program design and facilitation, and how to implement organizational change.
3. **Required Proposal Forms:** Proposers must provide the following documentation:
 - i. San Francisco Business Tax Certificate
 - ii. Attachment 1: Contract Terms marked to show Proposer's proposed changes
 - iii. Attachment 2: Fee Sheet
 - iv. Attachment 3: Proposer Questionnaire
 - v. Attachment 4: Proposer Information and References
 - vi. Attachment 5: First Source Hiring Form
 - vii. Attachment 6: Health Care Accountability Ordinance & Minimum Compensation Ordinance Forms
 - viii. Attachment 7: Contract Monitoring Division Attachment

B. Price Proposal (30 Points)

When evaluating the price proposal, reviewers will allocate the highest score to the proposer with the lowest average hourly rate.

1. Price Proposal Format

Proposer shall provide a fee proposal in a separate electronic folder that includes the following:

- A cost estimate for each task listed in the Scope of Work; and
- Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work, if necessary

C. Written Proposal (50 Points)

In addition to meeting the Minimum Qualifications, Proposers shall also submit a complete Proposal consisting of each item set forth below. *The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive.*

1. Profile on the Proposing Firm(s) (5 Points)

Provide a brief description of the Proposer's firm size and organization structure. Provide any supplementary materials that you feel will help us understand your qualifications for this contract.

2. Past Projects (10 Points)

Clearly describe at least three similar or relevant projects your firm has worked on that have been completed in the last five years. In this description, provide the name of the client, the total budget, period of performance, and general project summaries. The clients should be able to verify your firm's past experience and outcomes. A higher score will be awarded to Proposers with past experience working with municipal governments or similar bureaucracies.

3. Project Team (10 Points)

Provide a detailed description of each team member who would work on this project, including their qualifications and relevant experience. Descriptions should demonstrate the project team members' ability to provide the services requested in this Solicitation and other projects they will be working on during the proposed timeline along with percentage of time committed. The team should have clearly demonstrated experience in research and evaluation, staff development, racial equity issues, racial equity-specific program design and facilitation, and how to implement organizational change. A higher score will be given to a team that has an understanding of the social, physical, and economic infrastructure of San Francisco's low-income neighborhoods and communities.

4. Description of Services Requested (25 Points)

Proposer shall provide a Proposal consisting of the full line of services being offered in response to this Solicitation. The proposed approach should reflect an understanding of best practices in using racial equity as a key driver in organizational change.

D. Oral Interviews (20 Points)

If the Evaluation Panel chooses to further evaluate proposal submissions, they will conduct oral interviews with three Proposers that have met the Minimum Qualifications and whose Proposals received the highest scores.

Prior to oral interviews, the City shall send an email to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers' key/lead team members and to exclude, for example, sub-consultants on multiple teams.

The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers' and key/lead team members' qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary.

The same set of interview questions will be used for all Proposers and shall be presented to Proposers at least one week prior to the date of interview to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer's responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

V. INSURANCE AND BONDS

A. Insurance

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as outlined in Attachment 1.

B. Reserved (Performance Bond)

C. Failure to Provide Insurance and/or Bonds

Unless otherwise stated, within ten business days of the receipt of a notice of award, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Digital Services, Digital Services may determine that this Proposer has abandoned its bid. Thereupon the tentative award of said contract to this Proposer shall be canceled.

VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Contract Requirements

The successful proposer will be required to enter into a contract substantially in the form of the contract attached hereto as Attachment 1, "Contract Terms". If Proposer is unable to accept the contract terms substantially in the form presented, Proposer shall include a copy of the contract with its submission clearly marking those section to which it objects and setting forth Proposer's alternative terms with respect to each such section.

B. 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.

C. 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 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.

D. Solicitation 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 digitalservices.sfgov.org/rfp. **Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. The Proposer shall be responsible for ensuring that its proposal reflects any and all Solicitation Addendum(s) 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 Addendum(s). It is the responsibility of the Proposer to check for any Addendum, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

E. Term of Proposal

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.

F. Revision of 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 deadline 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.

G. Errors and Omissions in Proposal

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.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers' submissions to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

I. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states in pertinent part:

"No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves."

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, the Proposer is prohibited during the negotiation period from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office;
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. Examples of initial contacts include: (1) a supplier contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract.

The negotiation period ends when a contract is awarded or not awarded to a Proposer.

Inquiries for information about a particular contract, requests for documents relating to a Solicitation, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- 1. Criminal.** Any person who knowingly or willfully violates Section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- 2. Civil.** Any person who intentionally or negligently violates Section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
- 3. Administrative.** Any person who intentionally or negligently violates Section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100.

J. Public Access to Meetings and Records (Non Profit Entities)

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

K. Reservations of Rights by the City

The issuance of this Solicitation does not constitute an agreement by the City that any contract will actually be entered into 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 no project will be pursued.

L. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from any failure by the City to recognize or take action on account of any failure by a proposer to observe any provision of this Solicitation.

M. 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. The City will take into consideration, but not be limited to:
 - a. Any condition set for this in this Solicitation;
 - b. Adequacy of Proposer's plant facilities and/or equipment

- c. Adequacy of Proposer's personnel and equipment to properly perform all services called for under the contract.

2. City reserves the right to inspect Contractor's place of business prior to award or at any time during the contract term or any extension thereof, to aid City in determining Contractor's capabilities and qualifications.

3. Failure to timely execute the 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 firm 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 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 their Proposal from receiving further evaluation and contract award.