

# City and County of San Francisco Sourcing Event # ADM-DS 2021-02

## Formal 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](https://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.



Request for Proposals Issuance	November 2, 2021
Deadline for Questions	November 15, 2021
Deadline to Submit Proposals	November 23, 2021
Notice of Intent to Award	January 14, 2022
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.
Contract Administrator:	<b>Name:</b> Mariela Taylor <b>Agency:</b> Digital Services, Office of the City Administrator <b>Address:</b> 1275 Mission Street, San Francisco, CA 94103 <b>Email:</b> mariela.taylor@sfgov.org

### Attachments

- Attachment 1: City's Proposed Agreement Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD Form 3
- Attachment 4: CMD Forms 2A and 2B (LBE Participation and Good Faith Outreach Forms)
- Attachment 5: CMD Forms 4 and 5 (if applicable)
- Attachment 6: Price Proposal
- Attachment 7: First Source Hiring Form
- Attachment 8: HCAO and MCO Declaration Forms

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## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

#### **1. General**

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the City and County of San Francisco, Office of the City Administrator, Digital Services team (hereinafter, “Digital Services” or “City”). Digital Services is seeking qualified suppliers (“Proposers”) to provide proposals for facilitation and consultancy support to help City employees have essential conversations about racial equity and take action (Proposal).

Digital Services shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

#### **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. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to goods and/or services being procured through this Solicitation. 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.

### **B. Anticipated Contract Term**

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original 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.

### **C. Anticipated Contract Not to Exceed Amount**

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$64,500 for the initial term. Should the contract be extended, the NTE may proportionally increase as well.

### **D. Reserved (Indefinite Quantity, As-Needed Contract)**

### **E. Cooperative Agreement**

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

### **F. 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.

**G. 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.

**H. 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.

<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	November 2, 2021
Deadline for Written Questions	November 15, 2021
Deadline to Submit Proposals	November 23, 2021
Short-Listing Notification for Oral Interviews	December 10, 2021
Oral Interviews	January 3-7, 2021
Notice of Intent to Award	January 14, 2022
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.
Final Award	TBD

**I. How to Register as a City Supplier**

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

**Step 1:** Register as a BIDDER at City’s Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector’s Office and submit Chapter 12B and 12C forms

through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

## **J. Proposal Questions and Submissions**

### **1. Proposer Questions and Requests for Clarification**

Proposers shall address any questions regarding this Solicitation to Jane Gong at [jane.gong@sfgov.org](mailto:jane.gong@sfgov.org) and Mariela Taylor at [mariela.taylor@sfgov.org](mailto: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 herein. **Questions must be submitted by email to Jane Gong and Mariela Taylor no later than November 15, 2021 at 5 p.m.**

A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on [digitalservices.sfgov.org/rfp](http://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. 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 the evaluation of your Proposal.

### **3. Time and Place for Submission of Proposals**

Proposals must arrive in Jane Gong's ([jane.gong@sfgov.org](mailto:jane.gong@sfgov.org)) and Mariela Taylor's ([mariela.taylor@sfgov.org](mailto:mariela.taylor@sfgov.org)) inboxes by November 23 at 5 p.m. PT.

Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

## **K. Proposal Selection**

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.

## **L. Contract Terms and Negotiations**

The successful Proposer will be required to enter into an Agreement substantially in the form of the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. **If Proposer is unable to accept City's Proposed Agreement Terms substantially in the form**

**presented, Proposer shall include a revised copy of City’s Proposed Agreement with its Proposal.** The revised copy of the Proposed Agreement must clearly:

- (1) Mark those sections to which it objects;
- (2) Set forth Proposer’s alternative terms with respect to each such section; and
- (3) Explain the basis for each proposed change.

If a satisfactory contract(s) 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.

#### **M. Protest Procedures**

##### **1. Protest of Non-Responsiveness Determination**

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

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

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

##### **3. Protest of Contract Award**

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

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

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

## **II. CITY’S SOCIAL POLICY REQUIREMENTS**

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City (“Social Policy Requirements”). These Social Policy

Requirements can be found in Attachment 1, City’s Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City’s Proposed Agreement Terms.

**A. Proposers Unable to do Business with the City**

**1. Generally**

Proposers that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City’s Proposed Agreement Terms.

**2. Administrative Code Chapter 12X**

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) 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 their Proposal, unless the City determines that a statutory exception applies.

Refer to Attachment 1 for additional details related to this Ordinance.

**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 this Ordinance.

**B. (Reserved) Prevailing Wage Ordinance**

**C. Health Care Accountability Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer 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 are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer



shall also 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 this Ordinance.

**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>.

Refer to Attachment 1 for additional details related to this Ordinance.

**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 an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83.

Refer to Attachment 1 for additional details related to this Ordinance.

**F. (Reserve) Sweatfree Procurement**

**G. Other Social Policy Provisions**

Attachment 1, City’s Proposed Agreement Terms, 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. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS**

**A. Application of LBE Bid Discounts and Rating Bonuses**

LBE Bid Discounts/Rating Bonuses shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

1. **(Reserved) Commodities**
2. **General and Professional Services**

	<b>Small/Micro LBES Rating Bonus</b>	<b>SBA LBES Rating Bonus</b>
	10%	0%

3. **General and Professional Services by Joint Ventures**

	<b>Small/Micro LBE Subcontracting Level</b>	<b>Rating Bonus</b>
	Equals or exceeds 35%, but less than 40%	5%

Equals or exceeds 40%, but less than 100%	7.5%
100%	10%

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

A directory of CMD-certified small or micro-LBEs can be found at [http://mission.sfgov.org/hrc\\_certification/](http://mission.sfgov.org/hrc_certification/).

## **B. LBE Subcontracting Requirements**

### **1. LBE Subcontracting Participation Requirements**

There LBE Subcontracting Requirement does not apply at this time but may be established if and when the contract value is increased after the award of the contract.

### **2. LBE Subcontracting and Good Faith Outreach Forms**

The Good Faith Outreach requirement (CMD Form 2B) does not apply to this Solicitation.

All responses submitted must include the following Contract Monitoring Division (CMD) forms included in Attachment 4, with the exception of CMD Form 2B. The applicable forms are:

- (a) **CMD Form 2A:** LBE Subcontracting Form
- (b) **CMD Form 4:** Joint Venture Form (if applicable)
- (c) **CMD Form 5:** Employment Form

If the Proposer does not complete, sign, and submit all of the required CMD and LBE forms listed in this section, then the proposal will be considered non-responsive, and will be rejected.

### **3. CMD Compliance Officer**

If you have any questions regarding the CMD forms, you may contact the CMD Compliance Officer. Proposers can ask the CMD Compliance Officer questions related to the CMD forms at any time during the proposal process. All other questions regarding this proposal must be asked by the designated dates listed on the cover page. The CMD Compliance Officers (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation are:

Regina Chan  
Email: [regina.chan@sfgov.org](mailto:regina.chan@sfgov.org)

Ivan Oldenkamp  
Email: [ivan.oldenkamp@sfgov.org](mailto:ivan.oldenkamp@sfgov.org)

Contract Monitoring Division  
City and County of San Francisco  
Website: [www.sfgov.org/cmd](http://www.sfgov.org/cmd)

#### 4. **LBE Payment and Utilization Tracking**

If LBE Subcontracting Participation Requirements apply to a Contract awarded pursuant to this Solicitation, the Awarded Contractor shall agree to:

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

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

### **IV. GOODS AND SERVICES REQUESTED**

#### **A. Goods and/or Services Requested**

This Solicitation is being issued by Digital Services. Digital Services is seeking qualified Proposers to provide racial equity facilitation and consultancy support to help its team members have essential conversations about racial equity and take action.

#### **Scope of Work**

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.

- B. Reserved (Regulatory and Compliance Requirements Specific to the Goods/Services Solicited)**
- C. Reserved (Articles Furnished)**
- D. Reserved (Alternates)**
- E. Reserved (Samples)**
- F. Reserved (Freight on Board and Shipping Costs)**
- 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 to City in response to this Solicitation comply with the City’s Green Purchasing Requirements. In addition, Proposers are encouraged to refer to Attachment 1, City’s Proposed Agreement Terms, for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

**V. PROPOSAL EVALUATION CRITERIA**

<b>Evaluation Phase</b>	<b>Maximum Points</b>
Minimum Qualifications Documentation	Pass/Fail

Price Proposal	30 Points
Written Proposal	50 Points
Oral Interviews (Optional)	20 Points
<b>TOTAL POINTS</b>	<b>100</b>

**VI. REQUIRED SUPPORTING DOCUMENTATION**

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

<b>RSD1</b>	Evidence that Proposer is 12B compliant or likely to become compliant within 30 days.
<b>RSD2</b>	<p><b>Completed proposal documents and attachments:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Written proposal</li> <li><input type="checkbox"/> Price proposal (using template and instructions in Attachment 6)</li> <li><input type="checkbox"/> Attachment 1: Proposer’s Changes to City’s Proposed Agreement Terms</li> <li><input type="checkbox"/> Attachment 2: Proposer Questionnaire and References</li> <li><input type="checkbox"/> Attachment 3: CMD Form 3</li> <li><input type="checkbox"/> Attachment 4: CMD Form 2A and 2B</li> <li><input type="checkbox"/> Attachment 5: CMD Forms 4 and 5 (if applicable)</li> <li><input type="checkbox"/> Attachment 7: First Source Hiring Form</li> <li><input type="checkbox"/> Attachment 8: HCAO and MCO Declaration Forms</li> </ul>
<b>RSD3</b>	Signed copies of all Solicitation Addenda, if any.
<b>RSD4</b>	<p><b>Non Profit Entities:</b> 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 and include in its Proposal:</p> <p>(1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and</p> <p>(2) a summary and disposition 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. If no such complaints were filed, the Proposer shall include a statement to that effect.</p> <p><i>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.</i></p>

**VII. MINIMUM QUALIFICATIONS DOCUMENTATION (PASS/FAIL)**

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc.... to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

<b>MQ #</b>	<b>Description</b>
<b>MQ1</b> <input type="checkbox"/>	Evidence that the Prime Proposer has 3 years of current experience and expertise with racial equity-specific program design and facilitation, organizational development, staff development, and research and evaluation services.
<b>MQ2</b> <input type="checkbox"/>	Evidence that the Prime Proposer has a minimum of 3 relevant, verifiable projects in the last 5 years
<b>MQ3</b> <input type="checkbox"/>	Evidence that key personnel, such as Project Manager, has at least 3 years of current experience and expertise with racial equity-specific program design and facilitation, organizational development, staff development, and research and evaluation services
<b>MQ4</b> <input type="checkbox"/>	Evidence that key personnel have experience and knowledge on a minimum of 3 relevant, verifiable projects in the last 5 years on racial equity issues, racial equity-specific program design and facilitation, and how to implement organizational change.

**VIII. PRICE PROPOSAL (30 POINTS)**

**A. Price Proposal Format and Allocation of Points**

The Price Proposal Template is attached as Attachment 6. Include a completed Price Proposal Template with your Proposal and follow all instructions in the attachment. The total points allocated to the Lowest Proposed Price shall be determined as follows:

$$(\frac{\text{Lowest Average Hourly Rate}}{\text{Proposer's Average Hourly Rate}}) \times (\text{Maximum Points possible for Price}).$$

In other words, the highest score will be assigned to the Proposer with the lowest average hourly rate.

**B. Price Proposal Evaluation Period**

The City will attempt to evaluate Proposals within thirty (30) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

**C. Price Lists**

If a Price Proposal is based on prices from a catalog or price list, Proposer shall furnish copies of the catalog or price list in electronic format. Proposer shall furnish additional price lists as required. Proposer’s pricing narrative, including any proposed price list discounts or markups, must remain firm during the term of the contract.

**D. Reserved (Proposing on Separate Items or in Aggregate(s))**

**E. Application of Discounts for Evaluating Lowest Responsive Proposer**

**1. LBE Bid Discount/Rating Bonus**

Where price is a factor in City's evaluation process, Proposer's price shall be reduced by an amount equal to the applicable LBE Bid Discounts/Rating Bonus. The discount shall be applied solely for the purpose of determining the lowest responsive Price Proposal and shall be in addition to any other discounts, preferences, or adjustments required by City law.

**2. Reserved (Anticipated Local Tax Revenue Discount)**

**IX. WRITTEN PROPOSAL (50 POINTS)**

In addition to submitting documents supporting each Minimum Qualification, Proposers shall also submit a complete Proposal with the information specified below, in the order outlined below.

**A. Business Profile (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.

**B. 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 understands the social, physical, and economic infrastructure of San Francisco's low-income neighborhoods and communities.

**C. Past Projects (10 Points)**

Clearly describe at least 3 similar or relevant projects your firm has worked on that have been completed in the last 5 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.

**D. Work Approach (25 Points)**

Proposer shall provide a Proposal consisting of all the 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.

## **X. 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.

## **XI. INSURANCE AND BONDS**

### **A. Insurance**

Prior to award, the successful Proposer(s) will be required to furnish evidence of insurance as outlined in Attachment 1, City's Proposed Agreement Terms.

### **B. Reserved (Performance Bond)**

### **C. Reserved (Fidelity Bond)**

### **D. Failure to Provide Insurance and/or Bonds**

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.



## **XII. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

### **A. 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:

1. **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
2. **City's Cyber Risk Assessment Questionnaire:** Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

### **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 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.

### **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](https://digitalservices.sfgov.org/rfp). **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation 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 THE PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.**

**E. 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.

**F. 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 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. 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.

**H. 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.

**I. Proposer's Obligations under the Campaign Reform Ordinance**

If a contract awarded pursuant to this Solicitation 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>.

#### **J. 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.

#### **K. 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.

#### **L. 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.