

CITY AND COUNTY OF SAN FRANCISCO

DEPARTMENT OF PUBLIC HEALTH



SOURCING EVENT ID: SFGOV-0000012011

REQUEST FOR PROPOSALS 20-2026

FOOD AND NUTRITION SERVICES FOR PEOPLE LIVING WITH HIV

ISSUED: August 31, 2026

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SECTION 1 – NOTICE OF REQUEST FOR PROPOSALS

1.1 Request for Proposals:

The Department of Public Health (hereinafter “City” or “DPH”) is issuing this Request for Proposals (hereinafter “RFP” or “Solicitation”) to seek proposals (hereinafter “Proposals”) from qualified and experienced firms (hereinafter “Proposers”) to provide food and nutrition services to low-income HIV-positive people living in San Francisco. These services aim to improve health outcomes through prepared meals, groceries, nutrition assessments, education, and other supportive nutrition services. To better serve the diverse communities affected by HIV, the program must also address stigma and other barriers that clients from different backgrounds may face when accessing care.

In accordance with [Ryan White HIV/AIDS Program \(RWHAP\)](#) funding requirements, services are to be provided by public or nonprofit entities or by private for-profit entities if they are the only available provider of quality HIV care in the area.

1.2 Contract Term:

The anticipated term of the contract **will be a five-year term, with five one-year options to extend at the City’s sole, absolute discretion.** The City reserves the right, at its sole discretion, to modify the anticipated term, including the initial term and any option periods, if it determines such modification serves the City's best interest.

1.3 Solicitation Schedule:

The following is the anticipated schedule for this Solicitation. These dates may be changed at any time as determined by City without liability. The City will communicate any changes to dates occurring on or before the Deadline to Submit Proposals through an authorized written addendum.

Activity	Time	Date
RFP Published		08/31/2026
Pre-Proposal Conference	2:00PM PT	09/10/2026
Deadline for Questions	5:00PM PT	09/17/2026
Estimated Q&A Addendum Posting		09/28/2026
Deadline to Submit Proposals	2:00PM PT	10/05/2026
Estimated Short-Listing Notification for Interviews (if applicable)		November 2026
Estimated Interviews (if applicable)		November 2026
Estimated Announcement of Award		November 2026
Health Commission Presentation (if applicable)		December 2026
Estimated Contract Start Date		04/01/2027

1.4 Procurement Officer and Delivery Address:

Lucinda Huang

City and County of San Francisco – Department of Public Health – Office of Contract Management and Compliance

101 Grove St, Room 410

San Francisco, CA 94102

Phone: 628-271-6174

Email: Lucinda.Huang@sfdph.org and sfdph.solicitations@sfdph.org

SECTION 2 – INSTRUCTIONS TO PROPOSERS

2.1 Obtaining RFP Documents and Addenda:

- A. RFP documents, including addenda, can be found on the San Francisco City Partner website: [San Francisco City Partner Event Search](#)
- B. Proposers will then need to search the **Sourcing Event ID** listed above for all related documents. It is the Proposer's responsibility to check the San Francisco City Partner website regularly to stay current on the documents that are available as this is the primary communication website for this RFP.
- C. The City may modify this Solicitation, prior to the Proposal due date, by issuing an addendum to the Solicitation, which will be posted on the San Francisco City Partner website. 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 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, and updates, which may be posted to the subject Solicitation.
- D. The submittal of a response to this Solicitation shall explicitly stipulate acceptance by Proposers of the terms found in this Solicitation, any and all addenda issued to this Solicitation, and the proposed contract terms.

2.2 Submission of Proposals:

A. How to Register as a City Supplier

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

Step 1: Register as a Bidder on the San Francisco City Partner website: [San Francisco City Partner Bidder Registration](#)

Step 2: Follow the [step-by-step instructions](#) on SF.gov for converting your Bidder ID to a Supplier ID. This will require you to register with the City Tax Collector's Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the City Partner website. 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.

- 1. **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.
- 2. **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, visit the [San Francisco Contract Monitoring Division website](#).

B. Time and Place for Submission of Proposals

- 1. Prior to the Proposal submission deadline, Proposers must upload their complete Proposals to the [San Francisco City Partner website](#).
- 2. 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 Proposal from further consideration. Failure to adhere to the above requirements may result in the complete rejection of your Proposal.

3. Proposers should upload and submit their Proposals to the San Francisco City Partner website as early as possible to allow time for any technical issues. The website will automatically close at the submission deadline, and late Proposals will not be accepted. Uploading a Proposal is not enough, Proposers must press "Submit" before the deadline.
4. Proposals must be received by the due date and time shown in the RFP. Proposals that are submitted by email will not be accepted.
5. Proposals must be submitted through the San Francisco City Partner website. However, if the website is not functioning, Proposers must notify the Procurement Officer listed in Section 1.4 (Procurement Officer and Delivery Address) and provide proof of the issue. In such cases, Proposals may be delivered in person as a backup. The deadline for in-person delivery is the same as the deadline for submission via the San Francisco City Partner website. The City is not responsible for Proposals lost or not delivered by your courier of choice. Courier or package tracking is recommended if you use in-person delivery. If delivering by mail or courier, please email a tracking # (if available) or notice of mailing to the Procurement Officer listed in this RFP.

2.3 Request for Clarifications/Questions:

- A. Questions must be submitted by email to the Procurement Officer whose name and contact information listed in Section 1.4 (Procurement Officer and Delivery Address) of this Solicitation no later than the deadline for questions. Questions received after this date and time may not be answered.
- B. Only questions that have been resolved by formal written addenda to this Solicitation will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

2.4 Proposer's Minimum Qualifications:

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

MQ #	Description
MQ1	Proposer must have at least five years of cumulative experience within the past ten years working with a government agency to provide grocery distribution, nutrition counseling, and home-delivered meal services to people with HIV. The required experience must be met at the time of Proposal submission. Third party documentation for this experience must be included in the Proposal. Acceptable third-party documents include contract agreements and/or letters of attestation that clearly state the project duration and relevant scope of work. Additionally, the Proposer must include a cover letter explaining how the submitted third-party documents demonstrate that the Minimum Qualification is met.
MQ2	Proposer must have at least three years of experience working with a consortium of HIV service providers. The required experience must be met at the time of Proposal submission.

MQ #	Description
	Third party documentation for this experience must be included in the proposal. Acceptable third-party documents include Memoranda of Understanding (MOUs), subcontract agreements, and/or letters of attestation that clearly state the project duration and relevant scope of work.
MQ3	Proposer must employ or be able to recruit a Registered Dietitian to perform the services in this solicitation. Documentation for this requirement must be included in the proposal. Acceptable documentation includes an organizational chart identifying a Registered Dietitian and/or the recruitment team with their respective roles, along with a description of recruitment processes used to fill the Registered Dietitian position.

2.5 Pre-Proposal Conference:

All Proposers are highly encouraged to attend this conference to learn more about the requirements of this Solicitation.

Pre-Proposal Conference	September 10, 2026 at 2:00PM PT via Microsoft Teams Join by Microsoft Teams Link, copied below for convenience: https://teams.microsoft.com/meet/270425901000849?p=cKwUpCphkXoRiAZ5fB Or call in (audio only) +1 415-906-4659, 732227887# United States, San Francisco Phone Conference ID: 732 227 887#
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SECTION 3 – TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

3.1 Local Business Enterprise (LBE) Program Requirements:

A. Contract Monitoring Division (CMD) Compliance Officer

The CMD Compliance Officer (CCO) for this Solicitation and any contract awarded pursuant to this Solicitation is:

Seth Benkle

Contract Monitoring Division

City and County of San Francisco

Phone: 650-821-7796

Email: Seth.Benkle@sfgov.org

Website: [Contract Monitoring Division website](#)

B. Application of LBE Rating Bonuses

LBE Rating Bonuses shall be applicable to each phase of the Solicitation evaluation and selection process, in accordance with the values shown below. For the purposes of Chapter 14B requirements only, and not the final contract amount in any executed contract, the "Estimated Contract Value" for each contract awarded under this RFP is greater than \$400,000 but less than or equal to \$10,000,000.

1. Reserved (Commodities)

2. General and Professional Services

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$20,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Proposer's participation or, for Professional Services, a JV Proposer's participation.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

3. Professional Services by Joint Ventures

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
Greater than \$20,000	Equals or exceeds 35%,	5%

Estimated Contract Value	Small/Micro LBE Subcontracting Level	Rating Bonus
but less than or equal to \$10,000,000.	but less than 40%	
	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.		

4. Sample Rating Bonus Calculations

ABC Firm Price Proposal Attributes • Is a Certified Micro LBE	Possible Maximum Score	14B LBE Rating Bonus (2%)	Evaluated Total Score
Minimum Qualifications	Pass	N/A	N/A
Technical Proposal	80	1.6	81.6
Cost Proposal	20	0.4	20.4
Interview	25	0.5	25.5
Total	125	2.5	127.5

C. LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any contract awarded pursuant to this Solicitation because the LBE Subcontracting Requirements were waived by the Contract Monitoring Division under Waiver No. 14BPREDID0003015.

D. CMD LBE Forms

Failure to complete, sign and submit each of the required CMD LBE Forms with Proposal may result in the submission being deemed non-responsive and rejected.

Although LBE Subcontracting Participation Requirements do not apply to contracts awarded under this Solicitation, any Proposer that is a certified LBE must still complete and submit Attachment E (CMD LBE Form 2A).

3.2 Form of Contract:

- A. The selected Proposer will be required to enter into a contract substantially in the form presented in Attachment M (City's Contract Terms). Please note that the exhibits are intentionally not complete in the attached sample standard document. These exhibits will be conformed to reflect any changes made through the Solicitation process and will appear in the final Professional Services contract executed between the parties.
- B. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest scoring Proposer refuses or fails to execute the contract, or the contract is terminated, the City may, at its sole discretion, enter in contract with and award the contract to the second highest scoring Proposer, and so on.

3.3 Responsibility of Proposer:

A. Qualification of Proposers

The selected Proposer must possess all qualifications required for the contract and be capable of performing the work for which the Proposer is being called. If applicable, the successful Proposer and/or Proposer's staff must be properly licensed and/or certified according to the requirements outlined in this Solicitation and remain in good standing for the duration of the contract. Any failure to demonstrate satisfaction of one or more of the requirements, if requested by the City, will be considered sufficient for the disqualification of the Proposer as non-responsive and will entitle the City to terminate negotiations and move to the next highest-scoring Proposer for contract award.

B. Notice of Intent to Award – Required Documentation

After the City issues a Notice of Intent to Award and prior to contract award, the selected Proposer must be registered and in good standing with the government entities listed below and is solely responsible for ensuring that its legal name, including any DBA, is accurate, consistent, and identical across all registrations, filings, and submitted documents, and exactly matches the legal name provided to the City. Any discrepancies must be corrected, including updating registrations or records as needed, within ten calendar days of the issuance of the Notice of Intent to Award. Failure to demonstrate compliance or begin correcting any discrepancies within the ten-calendar day period may result in the Proposer being deemed nonresponsive. Failure to remain in good standing for the duration of the contract will entitle the City to immediately terminate the contract for default, with no opportunity to cure.

1. Proposer is in good standing with the California Secretary of State;
2. Proposer is in good standing with the Franchise Tax Board;
3. Proposer is in good standing with the Internal Revenue Service;
4. Proposer (if a non-profit) is in good standing with California Attorney General's Registry of Charitable Trusts per the City's [Policy and Procedures regarding City Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts](#);
5. Office of Foreign Assets Control (OFAC) – applicable to state funded contracts;
6. System for Award Management (SAM) – applicable to federally funded contracts.

3.4 Public Disclosure:

- A. 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.

- B. 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.

3.5 Limitations 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 issuance of Notice of Intent to Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Procurement Officer whose name appears in this Solicitation. Any attempt to communicate with any party other than the Procurement Officer 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.

3.6 Proposal Selection Shall Not Imply Acceptance:

The acceptance and/or selection of any Proposal shall not imply acceptance by the City of all terms of the Proposal, which may be subject to further approvals before the City may be legally bound thereby.

3.7 Cybersecurity Risk Assessment:

- A. 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 Proposer or reseller plays an active role in each of these activities, CRA may also be required for the prime Proposer or reseller.
- B. 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.
 - 3. 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 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.

3.8 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 Procurement Officer 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.

3.9 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.

3.10 Protest Procedures:

A. Protest of Solicitation Content

Any Proposer who contends that the terms, conditions, or specifications of this Solicitation are unduly restrictive, improperly limit competition, or appear to be written in a manner that favors a particular vendor, may submit a written protest of the Solicitation content. Such protest must be received by the City no later than the deadline for submission of questions as set forth in the Solicitation schedule. The written protest must clearly identify each allegedly restrictive specification, explain in detail why the specification is deemed restrictive or biased, and include all supporting facts, evidence, and any applicable law, rule, ordinance, or procedure. The protest must be signed by an individual authorized to represent the Proposer. Failure to submit a timely protest will be deemed a waiver of the Proposer's right to challenge the content of the Solicitation.

B. Protest of Non-Responsiveness Determination

Within three 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.

C. Protest of Non-Responsible Determination

Within three 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.

D. Protest of Contract Award

Within three 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. Please note that a disagreement with how an individual evaluator scored a Proposal does not constitute valid grounds for a protest.

E. Delivery of Protests

A Notice of Protest must be delivered to the Procurement Officer whose name and contact information appears in this Solicitation, and to My Lan Do Nguyen, Manager of Contractual Pre-Award, at mylando.nguyen@sfdph.org. A Notice of Protest must be written; protests made orally (e.g., by telephone) will not be considered. It must be transmitted by a means that will objectively establish the date the City received the Notice of Protest, and received by the due dates stated above. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

3.11 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. The City reserves the right to award additional contracts under this Solicitation if additional funding becomes available or programmatic needs change. Such awards may be made to Proposers that submitted Proposals in response to this Solicitation, whether or not they were selected for an initial award, provided the Proposers met the Minimum Qualifications and their Proposals were determined to be responsive. Any additional awards must occur during the initial contract term identified in Section 1.2 (Contract Term) of this Solicitation (excluding any options to extend) and will be limited to the scope of services, products, and pricing proposed by the Proposers as of the deadline identified in Section 1.3 (Solicitation Schedule) as the "Deadline to Submit Proposals."

3.12 Revision to Proposal:

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal due date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal due date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

3.13 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.

3.14 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.

3.15 Proposer's Obligations under the Campaign Reform Ordinance:

- A. 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:
- B. 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

- C. 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.
- D. 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 10%, 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.
- E. 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.
- F. 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 visit the [San Francisco Ethics Commission website](http://SanFranciscoEthicsCommission.org).

3.16 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 a Proposal or in the Proposal submission 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.

3.17 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.

3.18 Investigations:

- A. 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:
 - 1. Any condition set forth in this Solicitation;
 - 2. 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
 - 3. Delivery time(s).
- B. 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.

- C. 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.
- D. 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.
- E. 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.

3.19 Insurance:

Insurance provisions are contained in Attachment M (City's Contract Terms) included in the Solicitation. The successful Proposer will be required to comply with these provisions. It is recommended that Proposers have their insurance provider review the insurance provisions before they submit their Proposal.

3.20 Compliance with Law:

Proposer warrants that all services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances, lawful orders, rules, and regulations.

3.21 City Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts:

Nonprofit Proposers are required to review the City's [Policy and Procedures regarding City Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts](#). To receive a contract under this Solicitation, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the contract. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the contract, Proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the contract.

3.22 Licenses, Permits, Fees and Assessments:

Proposer represents and warrants to City that it will obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the work and services requested in this Solicitation. Proposer represents and warrants to City that Proposer shall, at its sole cost and expense, keep in effect at all times during the term of the contract if so awarded, any license, permit, qualification, or approval that is legally required for Proposer to perform the work and services under the contract if so awarded. Proposer shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the Proposer's performance of the work and services required under the contract if so awarded. Proposer shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

3.23 Right to Accept or Reject Proposals:

The City reserves the right to waive any informality or technical defect in a Proposal and to accept or reject, in whole or in part, any or all Proposals and to cancel all or part of this Solicitation and seek new Proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

3.24 Non-Collusion:

The undersigned, by submission of Proposal, hereby declares that the Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

3.25 Signed Proposal and Exceptions:

Submission of a signed Proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in the Solicitation, and any attached sample contract. Exceptions to any of the language in either the Solicitation documents or attached sample contract, including the insurance requirements, must be requested under the request for clarifications/questions process by the deadline for questions. Any requested changes to the contract will be considered at that time and if changes are allowed, they will be sent out through an addendum to all Proposers. Exceptions to the City's Solicitation document or standard boilerplate language, insurance requirements, terms, or conditions, etc. may only be considered during the early stage of the Solicitation process; and shall not be included in the submitted Proposals. The City makes no guarantee that any exceptions will be approved but will consider any requests put forward in the request for clarification/question process.

3.26 Green Purchasing Requirements:

Prior to submitting any Proposal to this Solicitation, Proposers are required to review the City's [Mandatory Green Purchasing Requirements](#) to ensure that all goods and services offered to the City pursuant to this Solicitation comply with the City's Green Purchasing Requirements. Proposers are further encouraged to refer to Attachment M (City's Contract Terms) for additional details regarding the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

3.27 Protected Health Information and Business Associate Agreement

The City is a Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and must comply with the HIPAA Privacy Rule governing the access, use, disclosure, transmission, and storage of protected health information (PHI), and with the Security Rule under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

A Business Associate Agreement (BAA) applies to this Solicitation if the services described will require Proposer to do one or more of the following:

- A. Create, receive, maintain, or transmit PHI for or on behalf of City/DPH (including storage of PHI, digital or hard copy, even if Proposer does not view the PHI or only does so on a random or infrequent basis); or
- B. Receive PHI, or access to PHI, from City/DPH or another Business Associate of City, as part of providing a service to or for City/DPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
- C. Transmit PHI data for City/DPH and require access on a regular basis to such PHI, (such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors).

If any of the above apply, Proposer will be a Business Associate of City/DPH as defined under HIPAA. The DPH Business Associate Agreement will automatically become part of any resulting contract, and Proposer must comply with its terms.

If none of the above apply, Proposer will not be a Business Associate of City/DPH, and the DPH Business Associate Agreement will not apply to any resulting contract.

3.28 Protected Health Information

Proposer, and any subcontractors, agents, and employees of Proposer or its subcontractors, must comply with all federal and state laws governing the transmission, storage, and protection of private health information disclosed by City in the performance of any resulting contract. Any

failure to comply with federal, state, or local privacy laws will be a material breach of the contract. If City pays a regulatory fine or is assessed civil penalties or damages through private rights of action based on an impermissible use or disclosure of protected health information given to Proposer or its subcontractors or agents by City, Proposer will indemnify City for the amount of such fine, penalties, or damages, including notification costs. In addition to any other remedies available under equity or law, City may terminate the contract in such an event.

3.29 Exclusion Lists and Employee Verification

Upon hire and monthly thereafter, Proposer must check the exclusion lists published by the Office of the Inspector General (OIG), General Services Administration (GSA), and the California Department of Health Care Services (DHCS) to confirm that no employee, temporary employee, volunteer, consultant, or governing body member responsible for overseeing, administering, or delivering state or federally funded services appears on these lists. Anyone on an exclusion list may not work on the program or with the agency. Proposer must retain proof of these checks for seven years.

3.30 Prevention of Fraud, Waste and Abuse

Proposer must comply with all laws designed to prevent fraud, waste, and abuse, including provisions of state and federal law applicable to healthcare providers and transactions, such as the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Physician Self-Referral Law (Stark Law, 42 U.S.C. § 1395nn), and California Business & Professions Code § 650. Proposer must immediately notify City of any suspected fraud, waste, or abuse under state or federal law.

3.31 Participate in DPH Performance Improvement Process (PIP) and Monitoring

DPH requires vendors to participate in periodic and annual review of the contract deliverables. DPH will work with the Proposer to select appropriate measurable data to use as a measure of satisfactory delivery of the service or products. This may include delivering various reports or data periodically to DPH.

3.32 Web Content Accessibility Guidelines (WCAG) 2.1 Level AA

If the technology to be procured under this Solicitation will be public facing (i.e., members of the public will use it to learn about, apply for, pay for, or otherwise access City services or information), the following requirements apply: A Proposer selected pursuant to this Solicitation shall adhere to the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sec. 1201 et seq.), including the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as specified in the Department of Justice's Title II Rule on the accessibility of web content and mobile applications. The awarded Proposer shall ensure that all information content and technology provided under the resulting contract fully conforms to the Department of Justice's Title II rules and, where applicable, the applicable Revised 508 Standard, prior to delivery and before the City's final acceptance of the services and/or deliverables.

SECTION 4 – SCOPE OF WORK

4.1 Background:

The Department of Public Health (hereinafter “City” or “DPH”) is issuing this Request for Proposals (hereinafter “RFP” or “Solicitation”) to seek proposals (hereinafter “Proposals”) from qualified and experienced firms (hereinafter “Proposers”) to provide food and nutrition services to low-income HIV-positive people living in San Francisco. These services aim to improve health outcomes through prepared meals, groceries, nutrition assessments, education, and other supportive nutrition services. To better serve the diverse communities affected by HIV, the program must also address stigma and other barriers that clients from different backgrounds may face when accessing care.

In accordance with [Ryan White HIV/AIDS Program \(RWHAP\)](#) funding requirements, services are to be provided by public or nonprofit entities or by private for-profit entities if they are the only available provider of quality HIV care in the area.

4.2 Scope of Work:

A. Target Population / Priority Population

1. The program will serve individuals with low incomes—currently defined as those at 600% or below the Federal Poverty Level as established by the U.S. Department of Health & Human Service—who are residents of the City and County of San Francisco who are living with HIV (hereinafter “Clients”).
2. Eligibility criteria:
 - a. Positive HIV diagnosis
 - b. San Francisco resident
 - c. Low-income, under- or un-insured
 - d. Currently defined as 600% or below FPL
3. Client eligibility determination for residency, low-income, and insurance status must be confirmed at intake and at 12-month intervals thereafter. Six-month interim eligibility may be confirmed through a Client’s self-attestation. Eligibility confirmation and self-attestation must be documented in the Contractor’s Client file and in the California State Office of AIDS HIV Care Connect (HCC) data system.

B. Service Requirements

The Contractor shall provide the following services to Clients:

1. Location and Hours: The Contractor’s facility must be located within the City and County of San Francisco. Grocery pickup hours of operation shall be at least three days a week, generally during morning to midday periods, approximately 9:00 AM to 1:00 PM. Hot meal service shall be available seven days a week, approximately from 11:30 AM to 1:30 PM. Adjustments to service schedule may be necessary to support continuity of operations and meet Client needs.
2. Grocery distribution center: provide a bundle of variety of fresh and high-quality items for Clients, including proteins, dairy, fruits, vegetables, and grains.
 - a. Grocery items must include pre-packed staples like cereals, breads, and canned foods, and menu-guided selections of proteins, dairy, and fresh fruits and vegetables, carbohydrates, juice, bread, soup, eggs, margarine, condiments, and special donated items.
 - b. A bundle of grocery items must be comparable to about \$60 worth of food when purchased at a typical grocery store.

- c. For homeless and marginally-housed clients without cooking facilities, a pre-packed bag with different “no-cook” items must be made available.
 - d. Grocery pickup must be available at the Contractor’s facility, with capacity for multi-site distribution throughout San Francisco, if required by DPH.
- 3. Prepared hot and frozen meals: prepared to meet the special needs of Clients, with each meal providing approximately one-third of the enhanced daily nutritional requirements of Clients.
 - a. A selection of menus/meals that meet Client needs as appropriate, including but limited to low-fat/no dairy, gluten-free, vegetarian/vegan, renal, mechanical soft, bland and diabetic meal needs.
 - b. Meals must not only strive to meet nutritional requirements of Clients but also address the most detrimental symptoms and common comorbid diagnoses associated with HIV and aging with HIV such as anal cancer, HCV, diabetes and heart disease.
 - c. Clients must be offered options for receiving meals, including a hot meal at the Contractor’s facility, pickup of frozen meals, or home-delivered meals for those with complex health or mobility needs.
 - d. Contractor must have the capacity to deliver meals throughout every neighborhood in San Francisco.
 - e. Food delivery personnel must be trained in effective client service relations.
- 4. Nutrition education and counseling conducted by a Registered Dietitian (RD):
 - a. Includes but is not limited to providing cooking demonstrations, written nutrition tips, flyers and educational materials, recipes to cook grocery selections, informal counseling, and referrals to help clients eat well, stay healthy and control symptoms such as weight loss, diarrhea, nausea, poor appetite, and mouth/dental/swallowing problems.
 - b. Individual nutritional counseling must be available to help educate Clients on incorporating food and nutrition into their daily care, understanding its impact on treatment adherence, addressing medical conditions that require closer coordination with nutritional and caloric intake, and improving overall eating habits.
 - c. Additionally, intensive nutrition case management assessments must be conducted at regular intervals to ensure meal program adherence and to problem solve around food intake and changes in metabolic syndrome.
- 5. Food Safety Requirements

Food storage, preparation, and service practices must be monitored in accordance with currently established [Hazard Analysis and Critical Control Points \(HACCP\)](#) procedures and the [California Retail Food Code](#), as set forth in the California Health and Safety Code. Requirements include but is not limited to proper temperature control, cleaning and sanitizing protocols, food service worker hygiene, and safe workplace practices.
- C. Reporting and Funding Requirements

The Contractor shall:

 - 1. Collect and submit all required client-level and service delivery data through California State Office of AIDS HIV Care Connect (HCC).
 - 2. Conduct at minimum an annual client satisfaction survey to evaluate the appeal, taste, and variety of the meals provided.

3. Use RWHAP funds only when Client services are not reimbursed by any other source of revenue. Indirect administrative expenses may not exceed 9% of the full award due to current federal limitations.

D. Program Objectives include but are not limited to:

1. All program clients will receive at least one nutrition education opportunity.
2. Greater than or equal to 90% of new clients that met with the RD and scored 6 or higher on the Nutrition Risk Checklist with an adherence rate to services of less than or equal to 25% will receive a face-to-face follow-up assessment once a year to address any barriers to adherence.
3. Greater than or equal to 75% of HIV+ survey respondents will report "program helps maintain or improve my health".
4. Greater than or equal to 75% of HIV+ survey respondents will report "nutrition education increased my knowledge of nutrition in addressing HIV and overall health".
5. Greater than or equal to 50% of GTZ clients will attest to increased medication adherence.
6. Greater than or equal to 50% of GTZ clients will improve activities of daily living or quality of life.
7. Greater than or equal to 25% of GTZ clients will receive food and nutrition services at least once a month for 6 months or more.

4.3 Reserved (Schedule).

4.4 Compensation:

A. Price.

Work will be compensated on a cost-reimbursable basis for all labor, operating expenses, and incidentals to complete each unit of work as described in the Agreement scope, up to the not-to-exceed amount specified in the Agreement. Contract pricing must include all labor, materials, travel, and incidentals necessary to complete the work described in the Agreement scope. The Contractor may request monthly payments based on costs incurred during the previous month, provided all costs are supported by appropriate documentation. No additional compensation will be due from the City unless the Agreement is modified to include additional work requested by the City.

Modalities vary across two federal Health Resources & Services Administration (HRSA) service categories, and any additional modalities proposed will be negotiated post-award.

1. Modality 1: Food Services
 - a. Prepared Meals Example: # Clients x # Meals per Week x # Weeks
 - b. Grocery Bags Example: # Clients x # Bags per Week x # Weeks
2. Modality 2: Nutrition Counseling Example: # Clients x # Weeks per Year x # Hours per Week x % Level of Effort (70% minimum)

B. Price Adjustment.

If the Contractor is a for-profit firm, the pricing will remain fixed for the initial five years of the Agreement term. For any subsequent optional years, the Contractor may request a price adjustment. The adjustment may not exceed the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-Hayward, California region, as published by the U.S. Bureau of Labor Statistics, for the 12-month period immediately preceding the anniversary date of the Agreement. All price adjustments and

optional renewal terms are subject to the mutual written agreement of the City and the Contractor.

If the Contractor is a nonprofit firm, the pricing will remain fixed for the first year of the Agreement term. Price adjustments shall follow the "Guidance to Departments on the Treatment of the Cost-of-Living Adjustment (COLA) and Cost of Doing Business (CODB) Allocation within Nonprofit Contracts and Grants" issued annually by the City Controller's Office, based on the City's approved budget for each fiscal year. In addition, contract rates or contract value may be adjusted due to changes in federal, state, or local policy, or based on funding availability. All adjustments must be approved by the City and will be made only if consistent with the goals and scope of the Agreement.

SECTION 5 – PROPOSAL FORMAT AND ORGANIZATION

5.1 Proposal Requirements:

- A. Proposers should describe the methodology to be used to accomplish the project objectives. The Proposal should also describe the work necessary to satisfactorily complete the requirements outlined in Section 4 (Scope of Work).
- B. This Solicitation cannot identify each specific, individual task required to implement this project successfully and completely. The City relies on the professionalism and competence of the Proposer to be knowledgeable of the general areas identified in the scope of work and to include in its Proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc.
- C. The Proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾" margins, and may be no more than a total of 25 electronic pages, *including* cover letters, organization charts, staff resumes, and appendices.
- D. Front and back covers, section dividers, MQ third-party documentation, mandatory form attachments, and the Cost Proposal do not count toward the Proposal page limit. All other content does count towards the page limit.

5.2 Proposal Content:

- A. Proposers must address the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here. The City reserves the right to deem any Proposal that does not follow the requirements below non-responsive.
- B. Each Proposal submission must include three separate electronic files as follows:

1. Electronic File #1: Technical Proposal

The file must be clearly marked "RFP202026ProposerNameTechProposal." It must be submitted as a single PDF and shall include all items listed in Content A, B, and C. Content must appear in order from A through C, with all required items included.

Content A: Firm (including any subcontractors) Qualifications and Experience including References

- A.1 Firm Overview. Please provide a description of the services that your firm has provided in San Francisco or other jurisdictions, how long your firm has been in operation, and any unique features of the services your firm offers.
- A.2 Prior City Work. If your firm has prior experience working with the City, do not assume this prior work is known to all members of the evaluation panel. All firms are evaluated on the information contained in their Proposal, information obtained from references (including the City and past performance, if applicable), and interviews if requested. All Proposals should be prepared as if the evaluation panel members have no knowledge of the firm, their qualifications, or past projects.
- A.3 Subcontractors. Please identify any subcontractor firms or contractors that will be used to implement the scope of work. Describe each firm's qualifications, background, and specific expertise relevant to the services.
- A.4 References. In addition to completing Attachment C (Reference Form), please use this section to share any additional information about the work you did with those references that is relevant to the services described in this RFP. As part of the evaluation, DPH will contact the references listed in your Attachment C to ask about your firm's past work, then compile their responses and share them with the evaluation panel. References are generally asked to reply within three calendar days of our request. It is your responsibility to make sure the contacts you provide are

current, reachable, and willing to speak with us. DPH must receive responses from all your references.

Content B: Staff, Teams (including any subcontractors) Qualifications and Experience

- B.1 Staffing. Please provide a description of how your firm plans to staff the contract.
- B.2 Key Staff Qualifications. Please list the name and qualifications of the key staff/team members that will be assigned to the contract. If applicable, provide detailed qualifications of the manager that will be assigned to the project.
- B.3 Partners. Please list any organizations your firm plans to partner with to implement the scope of work.

Content C: Demonstrated Understanding of the Overall Project and Requested Scope of Work

- C.1 Proposed approach for implementing the scope of work. Please describe how your firm plans to approach the scope of work for the City. This would include how your firm would address or enhance the tasks in the scope of work and how you would partner with the City to implement the service. Provide any insights or advice that may assist the City in implementing the scope of work.
- C.2 Anything else the City should consider as part of this process. Proposers should provide any insights or advice they feel may assist the City in implementing the scope of work.
- C.3 Identify any “key” or “critical” issues that you believe may be encountered based on the firm’s prior experiences; and provide steps to be taken to ensure the issues identified do not affect the successful delivery of the service.

2. Electronic File #2: Minimum Qualifications and Mandatory Forms

The file must be clearly marked “RFP202026ProposerNameMQsForms.” It must be submitted as a single PDF and content must appear in the order listed below, with all required items included.

Content D: Minimum Qualifications

- D.1 Provide a written explanation of how the firm meets the Minimum Qualifications. Describe how the services shown in your submitted documents are the same as, or substantially similar to, the services described in this Solicitation.
- D.2 Provide third party documentation to prove that your firm meets the Minimum Qualifications described in Section 2.4. Acceptable third-party documents include contracts or letters of attestation from customers. Contracts must be fully executed, include the beginning and end dates of the services provided, and for ongoing services, must include the start date and clearly indicate that the services are current. These dates must be easily identifiable within the document or clearly highlighted by the Proposer. Letters of attestation must be signed by the customer and must also include the period of performance. These documents do not count toward the Proposal page limit.

Content E: The forms are located in the “Mandatory Forms” zip archive, available for download on the San Francisco City Partner website.

- A. Attachment A (Contact Information Cover Sheet)
- B. Attachment B (Non-Collusion Affidavit Form)
- C. Attachment C (Reference Form)
- D. Attachment D (12L Compliance)

- E. Attachment E (CMD LBE Form 2A)
- F. Attachment F (Minimum Compensation Ordinance (MCO) Declaration)
- G. Attachment G (Health Care Accountability Ordinance (HCAO) Declaration)
- H. Attachment H ([First Source Workforce Projection Form and Fact Sheet](#))

3. Electronic File #3: Cost Proposal

The file must be clearly marked "RFP202026ProposerNameCostProposal." It must be submitted as an Excel file. Do not include contents from Electronic File #1 and #2.

Content F: Cost Proposal

- A. Proposers must use Attachment I (Cost Proposal Form) in this RFP.
- B. The Cost Proposal shall be based on Section 4.4 (Compensation), above, and must be inclusive of all costs to perform the scope of work. Failure to use the Cost Proposal Form provided by the City will be cause for rejection of a Proposal. Cost Proposals will be evaluated by utilizing the method outlined in Section 6.2 (Cost Proposal Scoring).

SECTION 6 – PROPOSAL EVALUATION, SELECTION PROCESS AND AWARD OF CONTRACT

6.1 Evaluation of Proposals:

- A. This Solicitation has been developed in the best value format. Accordingly, Proposers should take note that multiple factors as identified in the Solicitation will be considered by the evaluation panel to determine which Proposal best meets the requirements set forth in the Solicitation document. Price alone will not be the sole determining criteria.
- B. An evaluation panel, using the following evaluation criteria for this RFP, will evaluate all responsive Proposals to this Solicitation. Proposers are requested to submit their Proposals so that they correspond to and are identified with the following specific evaluation criteria as outlined in Section 5.2:

Evaluation Criteria	Points
Minimum Qualifications	Pass/Fail
Section 5.2 Content A: Firm's (including any subcontractors) qualifications and experience in providing similar services as defined in the RFP, including References	20
Section 5.2 Content B: Staff or Team's (including any subcontractors) qualifications and experience in providing similar services as defined in the RFP	25
Section 5.2 Content C: Demonstrated understanding of the overall project and requested scope of work	35
Section 5.2 Content F: Cost Proposal	20
Total Points**	100
Application of LBE Rating Bonuses***	See Section 3.1.B

****Interviews** – The City reserves the right to interview a subset of top-scored Proposers, based on a natural break in the evaluation scores. A natural break is defined as a clear point in the scoring distribution where there is a significant gap between the scores of higher-ranked Proposers and the next group of lower-ranked Proposers. The intent is to ensure that only the most competitive Proposers advance to the interview stage. If interviews are required, the Proposers invited to interview will be notified in advance and provided a format and time for the interviews. An additional 25 points will be used to score the interview based on the same criteria listed in the RFP. The 25 points will be prorated in the same proportion as the Proposal scoring listed in the table above.

*****LBE Rating Bonuses** – 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 used to determine each Proposer's final score. LBE Rating Bonuses shall be applicable to each phase of the Solicitation evaluation and selection process, in accordance with the values shown in Section 3.1.B (Application of LBE Rating Bonuses).

- C. **Best and Final Offers** – The City reserves the right to ask for best and final offers where costs are over budget.

D. **Tie Breaker** – The following criteria shall be applied to resolve tied scores:

1. A San Francisco Proposer receives consideration over an out-of-town Proposer.
2. A California Proposer receives consideration over an out-of-state Proposer.
3. As a final resort, the Procurement Officer may randomly select a name by drawing with a second City representative present to witness the process. Proper documentation of the selection and award will be kept on file.

6.2 Cost Proposal Scoring:

Cost Proposals will be evaluated by the evaluation panel based on the following:

1. Proposed operating expenses are reflective of the proposed scope of work.
2. Proposed budget is reflective of the staff outlined in the proposed scope of work.
3. Proposed budget is reasonable and competitive for services solicited.
4. Proposed budget is reflective of the estimated annual amount of \$1,656,637 for year one.

6.3 Selection Process:

Selection will be made by totaling the points from the Technical Proposal, the Cost Proposal, and the interview/demo (if applicable). The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Director of Health or Board of Supervisors depending on value. The selected Proposer will be required to comply with all insurance and license requirements of the City.

6.4 Award of Contract:

- A. The City shall award one or multiple contracts to Proposers that meet the Minimum Qualifications of this Solicitation and whose Proposals receive the highest number of points. All awarded Contractors will be authorized to provide the goods and/or services described in this Solicitation. The City will determine the number of awards based on programmatic needs, available funding, and the natural break in evaluation scores.
- B. If the contract amount exceeds \$10 million or the term exceeds 10 years, approval by the Board of Supervisors will also be required. The decision of the Board of Supervisors will be final.

SECTION 7 – CITY’S CONTRACT TERMS

The successful Proposer will be required to enter into a contract substantially in the form of Attachment M (City's Contract Terms) presented in this Solicitation. Proposers must review this contract for acceptance during the Solicitation process, and any change requests or questions must be submitted during the question-and-answer period outlined in the Solicitation. The City will not accept any changes to the contract after the question period closes. **Proposals submitted with exceptions to the scope or contract terms will not be advanced in the evaluation process.**

Contract exceptions must be submitted as a separate Word document following the format below. Requests that do not follow these instructions will not be considered.

- a. State the original contract term as written.
- b. Provide the proposed revised contract term, with:
 - i. Added language in **bold and highlighted in yellow**
 - ii. Deleted language shown using ~~red-strikethrough~~
- c. Explain the rationale for each proposed change.

The City will review the proposed exceptions and respond by indicating whether each request is accepted or denied. The City’s response to the exception requests will be issued as part of the Question-and-Answer Addendum.

SECTION 8 – RFP ATTACHMENTS

8.1 RFP Attachments:

The Proposer's legal name **must appear exactly the same on all Proposal documents**, in all databases listed in Section 3.3.B (Notice of Intent to Award – Required Documentation), and in the City's Supplier System (if registered). The firm submitting the Proposal must be the same firm that enters into the contract. If the Proposer operates under a "Doing Business As" (DBA) name, it is the Proposer's sole responsibility to ensure that the DBA is properly registered and included as part of their legal name in all systems and documents.

A. ATTACHMENT A (Contact Information Cover Sheet).

*Must be completed and included with Electronic File #2.

B. ATTACHMENT B (Non-Collusion Affidavit Form).

*Must be completed and included with Electronic File #2.

C. ATTACHMENT C (Reference Form).

*Must be completed and included with Electronic File #2.

D. ATTACHMENT D (12L Compliance).

*Must be completed and included with Electronic File #2.

Non-Profit Entities: If a Contractor is a non-profit entity that receives a cumulative total per year of at least \$1,000,000 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 Contractor must comply with Chapter 12L and include in its Proposal:

1. A statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Contractor's meetings and records, and
2. A summary and disposition of all complaints concerning the Contractor'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 Contractor shall include a statement to that effect.

Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Contractor's Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent contract reached on the basis of the Proposal.

E. ATTACHMENT E (CMD LBE Form 2A).

*Must be completed and included with Electronic File #2.

F. ATTACHMENT F (Minimum Compensation Ordinance (MCO) Declaration Form).

*Must be completed and included with Electronic File #2.

G. ATTACHMENT G (Health Care Accountability Ordinance (HCAO) Declaration Form).

*Must be completed and included with Electronic File #2.

H. ATTACHMENT H ([First Source Workforce Projection Form and Fact Sheet](#)).

*Must be completed and included with Electronic File #2.

Proposers must complete and submit the required form via the DocuSign link above. Upon successful submission, Proposers will receive a copy of the completed form via email. A copy of this form must be included in the Proposal as Attachment H to verify that the form was submitted correctly and on time.

More information about the City's First Source Hiring Program can be found at the [First Source Hiring Program website](#).

Note: Proposers are not required to register with the WorkforceLinkSF database at the time of Proposal submission.

I. ATTACHMENT I (Cost Proposal Form).

Proposers must follow the instructions in Section 5.2.3 (Electronic File #3 Cost Proposal).

J. Reserved (ATTACHMENT J (Funder Terms, Conditions, and Requirements)).

K. Reserved (ATTACHMENT K (Vendor Attestation of Digital Accessibility Compliance)).

L. Reserved (ATTACHMENT L (Web Content Accessibility Guidelines 2.1 Level AA ("WCAG") Information Factsheet)).

M. ATTACHMENT M (City's Contract Terms).

Proposers must follow the instructions in Section 7 (City's Contract Terms).