



Request for Qualifications (RFQ)
RFQ # 2020-01

Programmatic Fiscal Services Agent for Early Childhood
Quality Improvement Services

RFQ issue date:	Thursday, September 10, 2020
Non-mandatory bidders' conference date:	Monday, September 21, 2020 at 1:00 pm
Proposal due date:	Friday, October 2, 2020 at 5:00 pm
Contact person:	Tracy Fong, Fiscal Officer, RFQ@first5sf.org

Purpose of this RFQ

The purpose of this solicitation is to secure a Programmatic Fiscal Services Agent for First 5 San Francisco's early childhood quality improvement services. The successful bidder, meeting minimum qualifications and qualifying score, will be eligible to enter into negotiations for a one-year contract with annual renewals at the discretion of First 5 San Francisco.

Background

In November 1998, California voters passed Proposition 10, the California Children and Families Act, to help make sure that our youngest children receive the best possible start. The proposition increased the tax on tobacco products to fund local health care and early care and education programs that promote early child development, targeting children-from prenatal to age five-and their families. First 5 San Francisco is the public entity responsible for receiving and disbursing San Francisco's Proposition 10 funds. Currently, First 5 San Francisco receives approximately \$8 million annually in state revenues, with which it makes grants to both public and private entities. Funds are intended to promote, support and improve early childhood development, health and parental support through coordinated resources and programs.

First 5 San Francisco has a staff of twelve and is governed by a nine-member Commission, which includes experts in the fields of health, children's services and early care and education (ECE), some of whom represent city agencies and the Board of Supervisors. Additional information can be found on our website: [wwwfirst5sf.org](http://www.first5sf.org).

Project Objectives

San Francisco County has more than a decade of investing in local early childhood quality improvement efforts that include a variety of training and technical assistance supports for licensed ECE settings and community-based programs. As a collaborative effort with the San Francisco Office of Early Care and Education (OECE), First 5 San Francisco (First 5) is leading the quality improvement efforts through training and technical assistance for early learning programs participating in county-funded initiatives, which includes the County's Quality Rating and Improvement System (QRIS).

As the lead agency for the continued implementation of the QRIS in San Francisco and Lead for the Bay Area Regional QRIS Hub, First 5 San Francisco is responsible for the coordination and collaboration to support both our locally-funded QRIS and regional QRIS implementation. The identified entity will provide programmatic financial support services to early childhood sites, providers, and professionals, participating in the First 5 initiatives and as such will be an important partner in the continued implementation and enhancement of the early childhood system.

Funding and Contract Term

First 5 San Francisco has allocated up to \$25,000 for the remainder of FY2020-21 and up to \$75,000 per year starting in FY2021-22 to ensure effective provision of Programmatic Fiscal Services. Initial contract term is January 1, 2021 to June 30, 2021; thereafter contracts will be annual and renewable for 4 years with a possible one-time extension for an additional 4 years.

Grant agreement renewal and award amounts are subject to First 5 San Francisco staff review, annual negotiation of grant award and scope of work, and continued availability of funds.

The annual budget for early childhood quality improvement services is approximately \$3.2 million. Any advances made to applicant will be determined by First 5 San Francisco on a bimonthly (every two months) basis.

First 5 San Francisco reserves the right to negotiate the terms and conditions of the award, including the amount of the contract award. These funds may not supplant existing federal, state, or local revenue sources.

Submission Process and Timeline

The application submissions for this RFQ will be electronic only.

The online application can be accessed at:

https://www.surveymonkey.com/r/PFSA_RFQ2020-01

Required forms can be downloaded at www.first5sf.org. All forms and attachments will also be submitted via the same online application link

(https://www.surveymonkey.com/r/PFSA_RFQ2020-01) .

All submissions are due on **Friday, October 2, 2020 at 5:00 pm SHARP**. The online application will close at that time, and no late applications will be allowed to be submitted. No late attachments submitted via other mechanisms will be accepted.

Applicants are responsible for checking for updates, corrections, clarifications and other changes to this RFQ at www.first5sf.org.

The timeline for this RFQ is in the table below:

ESTIMATED TIMELINE	
RFQ Issued	September 10, 2020
Non-Mandatory Bidders' Conference	September 21, 2020
Mandatory Letter of Intent Due	September 24, 2020
Proposals Due	October 2, 2020
Anticipated Notice of Recommendation for Funding	October 26, 2020
Tentative Commission Approval	November 4, 2020
Anticipated Contract Start	January 1, 2021

Dates and times are subject to change.

Scope of Work

To ensure technical assistance and quality improvement services are uninterrupted to the early childhood community, the successful applicant shall have the necessary systems in place for accepting, holding, disbursing, accounting for, and reporting of funds as determined by First 5 San Francisco. The Programmatic Fiscal Services Agent is responsible for safeguarding and promoting the mission or purpose of the funds entrusted to him/her/it.

The Programmatic Fiscal Services Agent duties and responsibilities shall be performed for the direct benefit of the community and performed in accordance with, and governed by, applicable regulations. The Programmatic Fiscal Services Agent will work in accordance with First 5 San Francisco policies and procedures, and in compliance with the policies and procedures of the Commission. The Programmatic Fiscal Services Agent has no duties or responsibilities for the oversight, management or results of any program for which funds are disbursed. The Programmatic Fiscal Services Agent does not make decisions about who receives the money.

Under the supervision of First 5 San Francisco, the minimum responsibilities of the Programmatic Fiscal Services Agent may include, but are not limited to, the following:

- **Acceptance and Maintenance of Funds:** The Programmatic Fiscal Services Agent will receive and manage all funds in compliance with applicable state, federal, Commission policy, and fund specific regulations. The agent must also ensure internal controls to maintain fiscal integrity.
- **Disbursement of Funds:** The Programmatic Fiscal Services Agent will disburse funds to eligible programs and entities at the direction of First 5 San Francisco. Disbursements shall be made within a reasonable time following receipt of complete and accurate requests for disbursement.
- **Management and Tracking of Disbursements:** The Programmatic Fiscal Services Agent will be expected to track and reconcile payments on a monthly basis and should be able to produce reports for First 5 San Francisco as requested on key financials including (receipt of requests, disbursement of funds, receipt of fund disbursements, as well as reconciliation against: initial requests; total available funds; and First 5 tracking). The number of payments/transactions may vary per month.

The above minimum scope of work, shall be expected in order to achieve an annual contract amount of \$50,000; an additional \$25,000 can be made available annually for commitment to complete the following reports:

- **Reporting:** Programmatic Fiscal Services Agent will work with First 5 San Francisco to identify a suite of standard financial reports that will be made available to First 5 San Francisco on a monthly, quarterly, semi-annual and annual basis. Production of reports must be fulfilled in order to meet this funding level.

Minimum Eligibility

Applicants responding to this RFQ must have the qualifications, experience, competency and ability to successfully provide fiscal and administrative oversight for early childhood quality improvement initiatives. Minimally applicants must meet the below criteria in order to be eligible for funds available through this RFQ.

- Applicants must have a physical presence in California, and the capacity to work throughout San Francisco County.
- Applicants must be a community-based organization that is nonprofit and tax-exempt under Section 501(c)(3) of the Internal Revenue Code.
- Applicants must have prior experience service as a Programmatic Fiscal Services Agent/Fiscal Agent for the early care and education and/or early childhood sector and experience disbursing multiple payments to community based organizations.
- Applicants must have an electronic data and reporting system capable of tracking, storing, and generating information on key financials as outlined in this RFQ.

Applicant must be a San Francisco City-approved vendor at the time the contract is executive. If not already a vendor, the applicant must be certified at a City-approved vendor and compliant with the City's insurance requirements within 45 days of award notice or First 5 San Francisco reserves the right to revoke the grant award.

Experience and Desired Qualifications

In order to function as a competent Programmatic Fiscal Services Agent, an ideal applicant will have all or some of the following qualifications:

- Expertise in fiscal and financial services;
- Substantial expertise in working with non-profits, foundations, community-based organizations and social services agencies in the field of early care and education and child development;
- Strong time management and budgetary skills;
- Expertise in developing guidance about allowable costs and procedures for following up and implementing appropriate policies;
- Capacity to maintain financial integrity and its financial management capability;
- Ability to comply with applicable city and county ordinances;
- Expertise in utilizing acceptable accounting software that allows for accrual reporting of all costs within the time lines established and the allocation of overhead/indirect costs;
- Ability to establish and operate cash management directives to include monthly bank reconciliation; and
- Ability to follow all applicable federal, state legislation and regulations, including tax form collection and reporting.

Contractors Unable to do Business with the City

Generally

Contractors that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Some of the laws are included in this RFQ. There are also resources available at the following Office of Contract Administration link, <https://sfgov.org/oca/qualify-do-business>.

Companies Headquartered in Certain States

This Contract is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contracts with the City. A list of states on the Covered State List is available at the website of the City Administrator.

RFQ Submission Requirements

This will be an entirely paperless, online submission process. Please read all instructions carefully to ensure a successful and timely submission process.

A. Mandatory Letter of Intent

The letter of intent is **due by 5:00pm on September 24, 2020**, emailed to RFQ@first5sf.org. The number of Letters of Intent greatly assists staff in planning the proposal review process during this time of remote work and global health crisis.

B. On-line Application

Application is due on **Friday, October 2, 2020 at 5:00 pm SHARP**. The online application will close at that time, and no late applications will be allowed to be submitted. The application link is below:

https://www.surveymonkey.com/r/PFSA_RFQ2020-01

C. Forms and Attachments

All forms and attachments are also due by **Friday, October 2, 2020 at 5:00 pm SHARP**, and will be submitted via the same online application link (https://www.surveymonkey.com/r/PFSA_RFQ2020-01).

An Excel budget and narrative form (Appendix A) and signature page (Appendix B) can be downloaded at www.first5sf.org. No late attachment submissions through other mechanisms will be considered.

Content, Scoring, and Instructions

The proposal application consists of four sections: 1) Coversheet and Contact Information; 2) Verification of Minimum Eligibility; 3) Experience and Desired Qualifications; and 4) Budget & Budget Narrative Form and Financial Attachments. All sections shall be submitted via the online application (https://www.surveymonkey.com/r/PFSA_RFQ2020-01) . An overview of all required attachments is provided in the next section.

The proposal applications will be scored using the following scale:

Verification of Minimum Eligibility	30 points
Experience and Desired Qualifications	35 points
Budget & Budget Narrative Form and Financial Attachments	35 points

The staff funding recommendation to the Commission is final. If a grant agreement acceptable to both parties cannot be negotiated with the recommended applicant, First 5 San Francisco may recommend funding an alternate proposal. If a single application is received in response to this RFQ First 5 San Francisco staff may elect to vet the qualifications of the application, ensuring it meets a minimum qualifying score of 75, without the assistance of a proposal review panel.

1. Coversheet and Contact Information

Complete the information as requested for the on-line application Coversheet. The contact information provided will be used by the Commission to communicate with applicants.

Accessed at - https://www.surveymonkey.com/r/PFSA_RFQ2020-01

No point value assigned for this section.

2. Verification of Minimum Eligibility

Verify all Minimum Eligibility Requirements and provide complete responses to verification questions, including physical presence in California, 501(c)(3) declaration, previous experience as programmatic fiscal services agent with contact information provided for at least one reference, electronic data reporting system, and city-approved vendor status.

Accessed at - https://www.surveymonkey.com/r/PFSA_RFQ2020-01

Completion of all four eligibility sections earns a total of 30 points. Failure to complete any single eligibility criteria earns a score of 0.

3. Experience and Desired Qualifications

Provide complete responses to all Experience and Desired Qualifications Questions.

Accessed at - https://www.surveymonkey.com/r/PFSA_RFQ2020-01

- Key Staff of Project - Points: earn full 10 points for staffing structure that has both financial expertise and knowledge of early childhood programs.

Note: staff resumes and/or job descriptions and organizational chart must be uploaded in this section to earn full points. Instructions for upload are embedded within the online application link.

- Years of experience acting as Programmatic Fiscal Services Agent - Points: earn full 10 points for 5 years or more of experience.
- Organizational Capacity and Qualifications - Points: additional 5 points awarded for satisfactory completion.
- Plan to develop internal controls to maintain fiscal integrity to provide fiscal services - Points: additional 5 points awarded for effective, feasible, comprehensive plan.
- Plan to ensure timely disbursement of payments - Points: additional 5 points awarded for effective, feasible, comprehensive plan.

Completion of this section earns a total of 35 points based on the above criteria.

4. Budget & Budget Narrative and Financial Attachments

Use the provided Excel budget & budget narrative form (see Appendix A) to create a line item budget for a full year of operation. Do not exceed the up to amount of \$75,000 and clearly delineate and explain any expenses associated with meeting the additional reporting requirements expected at that level of funding. Provide a narrative for any item in the budget whose purpose may not be obvious or immediately clear. A final budget will be negotiated with the selected partner.

Include the following additional required fiscal attachments:

- IRS 501(c)(3) Letter of Determination
- Form 990, if applicable
- Most recent audited financial statement
- Global agency budget
- Signature page (Appendix B)

Submit the Excel Budget & Budget Narrative Form and all additional required attachments via online application at:

https://www.surveymonkey.com/r/PFSA_RFQ2020-01

Completion of this section earns a total of 35 points based on the below criteria.

- Feasible, justifiable, budget within allocated amount (15 points)
- Budget narrative further outlines and justifies costs and indicates that costs are necessary for implementation of the project (15 points)
- All Additional Fiscal Attachments submitted, including IRS 501(c)(3) Letter of Determination, Form 990 if applicable, most recent audited financial statement, Global agency budget, and Signature Page (5points)

Submission Attachments Overview

All attachments shall be submitted by **5:00 p.m. SHARP on October 2, 2020** via the online application at https://www.surveymonkey.com/r/PFSA_RFQ2020-01. No late attachment submissions via other mechanisms will be considered.

Overview of all attachments and preferred labeling and submission format is provided below. Specific instructions for uploading can also be found embedded within the online application.

- A. Resumes/Position Descriptions: Include resumes and job descriptions of key staff who will be involved in the contract. These documents should provide sufficient detail to permit Commission staff to assess how their experience will contribute to the project's objectives. These should be put into PDF and labeled as "Attachment A - Staffing with Applicant Agency Name".
- B. Organizational Chart: Include most recent organizational chart that shows the key staff positions relative to the rest of the organization. This should be put into PDF and labeled as "Attachment B - Organizational Chart with Applicant Agency Name".
- C. Budget and Budget Narrative Form (Appendix A): Use Excel Appendix A form provided. This can be downloaded at www.first5sf.org. Final form should be put into PDF and labeled as "Attachment C – Budget and Budget Narrative Form with Applicant Agency Name".
- D. IRS 501(c)(3) Letter of Determination: This should be put into PDF and labeled as "Attachment D – IRS 501c3" Letter of Determination with Applicant Agency Name".
- E. Form 990, if applicable: This should be put into PDF and labeled as "Attachment E - Form 990 with Applicant Agency Name".
- F. Most recent audited financial statement: This should be put into PDF and labeled as "Attachment F - Audited Financial Statement with Applicant Agency Name".
- G. Global agency budget: This should be put into PDF and labeled as "Attachment G - Global Agency Budget with Applicant Agency Name".
- H. Signature Page Form (Appendix B): Use Appendix B form provided. Print, sign, scan and once complete form should be put into PDF and labeled as "Attachment H - Signature Page Form with Applicant Agency Name".

Non-Mandatory Bidders' Conference

A non-mandatory bidders' conference will be held on **September 21, 2020**, via Zoom <https://zoom.us/j/99470695940> at 1:00pm. The purpose of the bidders' conference is to review the program scope with applicants and answer any questions about the RFQ process. The meeting will give participants the opportunity to seek clarification from Commission staff. Applicants are strongly encouraged to attend.

Terms and Conditions for Receipt of Proposals

Errors and Omissions in RFP

Applicants are responsible for reviewing all portions of this RFQ. Applicants are to promptly notify First 5, in writing, if the applicant discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to First 5 promptly after

discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

Inquiries Regarding the RFQ

All inquiries regarding this RFQ and all oral notifications of an intent to request written modification or clarification of the RFQ must be directed to RFQ@first5sf.org.

Objection to RFQ Terms

Should an applicant object on any ground to any provision or legal requirement set forth in this RFQ, the applicant must, not more than ten calendar days after the RFQ is issued, provide written notice to First 5 setting forth with specificity the grounds for the objection. The failure of an applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

Change Notices

First 5 may modify this RFQ, prior to the proposal due date, by issuing an Addendum to the RFQ, which will be posted on the website. The proposer shall be responsible for ensuring that its proposal reflects any and all Addendum(s) issued by First 5 prior to the proposal due date regardless of when the proposal is submitted. Therefore, the City recommends that the applicant consult the website frequently, including shortly before the proposal due date, to determine if the applicant has downloaded all Addendum(s). It is the responsibility of the applicant to check for any addendum, questions and answers, and updates, which will be posted on the First 5 website, www.first5sf.org.

Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 120 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.

Revision of Proposal

An applicant may revise a proposal on the applicant's own initiative at any time before the deadline for submission of proposals. The applicant must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

Errors and Omissions in Proposal

Failure by First 5 to object to an error, omission, or deviation in the proposal will in no way modify the RFQ or excuse the applicant from full compliance with the specifications of the RFQ or any contract awarded pursuant to the RFQ.

Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Submissions of the RFQ will become the property of the City and may be used by the City in any way deemed appropriate.

Proposer's Obligations under the Campaign Reform Ordinance

Applicants must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a supplier contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Qualifications, and requests to be placed on a mailing list do not constitute negotiations.

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

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

For further information, proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in

this 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 benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

Public Access to Meetings and Records

If an applicant 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 applicant must comply with Chapter 12L.

Reservations of Rights by the City

The issuance of this RFQ does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Qualifications;
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 RFQ, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no project will be pursued.

No Waiver

No waiver by the City of any provision of this RFQ shall be implied from any failure by the City to recognize or take action on account of any failure by an applicant to observe any provision of this RFQ.

Local Business Enterprise Goals and Outreach

Per Section 14B.2 of the Admin Code, Chapter 14B requirements do not apply to grants, whether funded by the City or by Federal or State grant funds, to a nonprofit entity to provide services to the community.

Other Requirements

Below is a partial list of significant requirements that will be part of each funded contractor's contract.

1. Contractor must be a City-approved vendor or become a vendor, if a contract is entered into.
2. Contractor must comply with the monitoring and evaluation requirements. These requirements will be detailed in the contracting process.
3. Contractor must have current insurance coverage (workers compensation, general liability, fidelity bond and automobile, if applicable).
4. Contractor must comply with the criminal screening requirement set forth below.

5. Contractor must prepare monthly online invoices through the Contract Management System for reimbursement of actual expenses or alternative mutually agreed to method.
6. Appropriate contractor staff members must attend all mandatory meetings.

Applicants that are not yet City-approved vendors should begin the certification process as soon as possible, in order to ensure that they are able to meet this requirement if awarded a grant. The San Francisco City Partner's "Become a Supplier" is a guide on its website, which can be found at <https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx>. Subcontractors are not required to be City-approved vendors; only the lead organization must be.

The City and County of San Francisco requires all agencies receiving grant funding to comply with a number of regulatory and legal requirements. Some of these requirements are described below.

Firms contracting with the city must agree to the most recent standard personal service contract or individual service contract agreements.

Criminal Screening Requirement

The City and County of San Francisco requires that all contractors and subcontractors comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) for any person who applies for a paid or volunteer position with the organization, or any subcontractor, in which the individual would have supervisory or disciplinary authority over a minor under his or her care.

If the contractor, or any subcontractor, is providing services at a City park, playground, recreational center or beach (separately and collectively known as "Recreational Site"), the organization shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3).

If the organization, or any of its subcontractor, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then the contractor or its subcontractor must comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. The contractor shall provide, or make its subcontractors provide, First 5 San Francisco with a copy of any such notice at the same time that it provides notice to any parent or guardian.

The contractor must expressly require all of its subcontractors with supervisory or disciplinary authority over a minor to comply with this requirement as a condition of its contract with the subcontractor.

Other requirements of agencies receiving grant funds include:

- The contractor must comply with the Domestic Partners or Equal Benefits Ordinance. For further information regarding compliance, respondents are encouraged to consult the Human Rights Commission.
- The contractor must comply with the first source hiring program including developing agreements with the City to consider hiring economically disadvantaged individuals for entry-level positions.
- The contractor must comply with the San Francisco Children and Families Commission Tobacco-Free Policy (Appendix C).

Compliance with Other Laws

Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of the grant Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

Reservations of Rights by First 5 San Francisco

Issuance of this RFQ does not constitute a commitment by First 5 San Francisco to award a contract. First 5 San Francisco reserves the right to reject any or all proposals received in response to this RFQ, or to cancel this RFQ if it is in the best interest of the funding agencies to do so.

The City expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reissue a Request for Qualifications;
- 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 RFQ, or the requirements for contents or format of the proposals;
- Procure any materials, equipment or services specified in this RFQ by any other means; or
- Determine that no project will be pursued.

Actual award of funding is dependent on a successful grant negotiation. During the grant negotiation, First 5 San Francisco may seek modifications to the proposed activities and budget. If a grant agreement cannot be completed within a reasonable time frame, determined by First 5 San Francisco, First 5 San Francisco may terminate negotiations and pursue an agreement with a different applicant.

Applicants submitting a proposal agree that by submitting a proposal they authorize First 5 San Francisco to verify any or all information contained in the proposal.

First 5 San Francisco's decision to award a grant to an organization that proposes to use subcontractors to perform the work funded by the grant does not waive First 5 San Francisco's right to approve or disapprove the subcontractors selected.

First 5 San Francisco reserves the right, after grant award, to amend the resulting contract as needed throughout the term of the contract to best meet the needs of all parties.

The applicant will comply with all requirements of the City and County of San Francisco and the Funding Agencies.

Allowable Grant Costs

First 5 San Francisco awards are cost reimbursement grants for expenditures described in pre-approved budgets. Except for advances of funds, agencies must incur expenses in pursuit of grant activities prior to reimbursement by First 5 San Francisco.

- Requested funding must be used to implement the types of activities described in the Scope of Work.
- This grant shall be used only to supplement, enhance, or augment existing levels of service or create new services. Funds may be used to continue First 5 San Francisco funded programming.
- The funds shall only be used for services to children 0 -5 years old, their families or caregivers, or expecting parents.

Unallowable Grant Costs

- Indirect and Administrative costs may not exceed an amount equal to 15% of the total grant amount.
- No grant funds shall be used to supplant state or local general fund money for any purpose. In other words, this funding cannot replace other federal, state, or local funds currently used or already planned and committed for expansion activities, nor may grant funds be used to replace existing program revenues.
- Funds cannot be used for activities outside the negotiated Scope of Work.
- Funds cannot be used for capital expenditures.
- Accruals for staff vacation and sick time off.

Appeal Process

The decision of First 5 San Francisco is final and there is no appeal process. However, applicants can request to see copies of reviewers' comments. In order to make your request please RFQ@first5sf.org.

First 5 San Francisco - Programmatic Fiscal Services Agent
 Budget Request Form
 (provide budget for full year of service)

Management & Disbursement Services (max of \$50,000):			
Personnel	Salary	FTE (eg. 1.0, 0.5)	Amount Requested
Total Personnel:			0.00
Fringe Benefits			
Total Fringe Benefits:			0.00
Operations			
Total Operations:			0.00
Indirect (not to exceed 15% of total direct expenses)			
Indirect			0.00
Total Indirect:			0.00
Total Management & Disbursement Services:			0.00

Reporting Services (max of \$25,000):			
Personnel	Salary	FTE (eg. 1.0, 0.5)	Amount Requested
Total Personnel:			0.00
Fringe Benefits			
Total Fringe Benefits:			0.00
Operations			
Total Operations:			0.00
Indirect (not to exceed 15% of total direct expenses)			
Indirect			0.00
Total Indirect:			0.00
Total Reporting Services:			0.00

**First 5 San Francisco - Programmatic Fiscal Services Agent
Budget Narrative Form**
(you may provide one narrative for both Management & Disbursement and Reporting sections)

Personnel:

Provide a description of the functions of each position listed. Please note that all funded programs should be in compliance with San Francisco's Minimum Compensation Ordinance (MCO). The text of the MCO can be found online at <https://sfgov.org/olse/minimum-compensation-ordinance-mco>.

Fringe Benefits:

Provide calculations on on you derived at the percentage for fringe benefits.

Operations:

Provide a description and calculation for each of your operational expenses.

Reporting Services:

Provide a description of the possible reports you will be providing if awarded.

Indirect:

Total indirect cost cannot exceed 15% of your total direct budget (15% X (Personnel + Fringe Benefits + Operations)). You do not need to provide a description or calculation for this category.

Signature Page Form - Sample

(Please download Form from First 5 SF website: www.first5sf.org)

**First 5 San Francisco
RFQ 2020-01
Programmatic Fiscal Services Agent**

Complete, sign and PDF this page.
An official authorized to bind the entity must sign.

Name of Agency:	
Agency Address:	
Agency Contact Person, Title & Email:	
Alternate Contact Person, Title & Email:	
Agency Authorized Signatory & Title:	
Signature of Authorized Signatory:	

Application Deadline:

Friday, October 2, 2020, 5:00 pm

First 5 San Francisco

https://www.surveymonkey.com/r/PFSA_RFQ2020-01

First 5 San Francisco Tobacco Free Policy

Section 1. Definitions.

As used in this Policy the term:

“City” shall mean the City and County of San Francisco.

“Commission” shall mean the Commission of First 5 San Francisco.

“Contract” shall mean an agreement for grants to be provided, or for goods or services to be purchased out of the San Francisco Children and Families Trust Fund under the control of the Commission and does not include property grants, agreements entered into pursuant to settlement of legal proceedings, or contracts for a cumulative amount of \$5,000 or less per vendor in each fiscal year.

“Contractor” or “Grantee” means any person or persons, firm, partnership, corporation, or combination thereof, who enters into a contract all or part of the funding of which comes from the San Francisco Children and Families Trust Fund.

“Director” shall mean the Executive Director of First 5 San Francisco.

“Subcontract” shall mean an agreement to provide goods and/or services, including construction, labor, materials or equipment, to a grantee, if such goods or services are procured or used in the fulfillment of the grantee's obligations arising from a contract subject to this Policy.

“Subcontractor” or “Subgrantee” means any person or persons, firm, partnership, corporation or any combination thereof, who enters into a subcontract with a grantee. Such term shall include any person or entity who enters into an agreement with any subgrantee for the performance of 10 percent or more of any subcontract.

Section 2. Tobacco-Free Policy

(a) Policy Every contract awarded by the Commission shall incorporate by reference and require grantee to comply with the provisions of this section. In addition, all grantees must include or incorporate by reference in all subcontracts and require subgrantees to comply with the requirements of this Policy; failure to do so shall constitute a material breach of contract.

In the performance of a contract, the grantee or subgrantee shall agree as follows:

(1) Smoke-Free Workplaces

The Grantee shall prohibit smoking in its offices, automobiles or at Grantee-sponsored events located in the City and County of San Francisco.

(2) Tobacco Hazards Education and Smoking Cessation Referrals

The Grantee shall make available to clients, employees and community members educational materials, provided by the Commission, on the health hazards of tobacco.

The Grantee shall make available to clients, employees and community members, at the Grantee's offices and service delivery and event sites, information provided by the Commission, regarding smoking cessation services.

(3) Divestment

The Grantee shall divest from any investment in companies that, at the time the Grantee responds to a solicitation of bids from the Commission, derive more than 15 percent of their revenues from tobacco products.

(4) Disclosure of Tobacco Industry Funding

The Grantee shall report annually to the Commission the receipt of any moneys from a person, persons, firm, partnership, corporation, or combination thereof that derives more than 15 percent of its revenue from the production or sales of tobacco products. The report shall include the name of the entity, the amount received, the percentage of the agency's total budget the amount represents, the purpose of the contribution, and any efforts made to obtain alternative funding.

(b) Penalties

(1) Whenever the Director determines that a person or entity under contract with the Commission has violated any provision of the Tobacco-Free Policy described in section, the Director shall have the authority to impose such sanctions or take such other actions as are designed to ensure compliance with the provisions of this Policy which shall include, but are not limited to:

(A) Suspension or termination of a contract;

(B) Ordering the withholding of funds due the grantee under any contract with the Commission;

(C) Disqualification of a bidder or grantee from eligibility for providing commodities or services to the Commission for a period not to exceed five years, with a right to review and reconsideration by the Commission after two years upon a showing of corrective action indicating violations are not likely to reoccur.

(2) All contracts shall provide that in the event any grantee fails to comply in good faith with any of the provisions of this Article the grantee shall be liable for liquidated damages in an amount up to five percent of the grantee's net profit under the contract, or ten percent of the total amount of the contract dollars whichever is greater. All contracts shall also contain a provision whereby the grantee acknowledges and agrees that the liquidated damages assessed shall be payable to the Commission upon demand and may be set off against any monies due to the grantee from any contract with the Commission.

Section 3. Waivers and Exceptions

(a) Sole source.

The Director may waive the requirements of this Policy whenever the Director finds that the needed goods or services are available only from a sole source and the prospective grantee is not otherwise currently disqualified from doing business with the City, or from doing business with any governmental agency based on any contract compliance requirements.

(b) No qualified bidders who comply and service/project is essential to City/residents.

After taking all reasonable measures to find an entity that complies with the Policy, the Director may waive any or all of the requirements of this Policy for any contract or bid package advertised and made available to the public, or any competitive or sealed bids received by the Commission as of the date of the enactment of this Policy where the Director determines that there are no qualified responsive bidders or prospective grantees who could be certified by the Commission as being in compliance with the requirements of this Policy and that the contract is for goods, a

service or a project that is essential to the City or City residents.

(c) Bulk purchasing arrangements through federal, state, regional or City entities.

The Director may waive the requirements of this Policy where the Director determines that transactions entered into pursuant to bulk purchasing arrangements through federal, State, regional or City entities that actually reduce the Commission's purchasing costs would be in the best interest of the Commission.

(d) Contract serves public benefit.

The Director may waive the requirements of this Policy where the Director determines that the benefit of the contract to the public and the Commission's ability to carry out its charge pursuant to state and local law outweigh the harm in the grantee's noncompliance with the Policy.

(e) Contractor is a public entity.

This Policy shall not apply where the prospective grantee is a public entity or City department and the Director finds that the proposed contract is necessary to serve a substantial public interest.

(f) Requirements violate public agency grant and good faith attempt has been made to change conditions of grant.

This Policy shall not apply where the Director finds that the requirements of this Policy would violate or be inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement, provided that the Director has made a good faith attempt to change the terms or conditions of any such grant, subvention or agreement to authorize application of this Policy.

(g) Retirement and Pension Plans

This Policy shall not apply to a grantee or subgrantee's investment of funds where the funds are held in trust for the benefit of employees or third parties.

(h) Federal or State law

This Policy shall be construed and applied so as not to conflict with applicable federal or State laws, rules or regulations.

Section 4. Effective Date

This policy shall apply to all contracts entered into on or after July 1, 2001.