



Request for Qualifications (RFQ)  
RFQ 2021 - 01

FRC Support of Family Child Care with Dual Language Learners

RFQ issue date:	February 4, 2021
Non-mandatory bidders' conference date:	February 16 , 2021, 1:00 – 2 p.m.
Mandatory letter of intent due:	February 16, 2021
Proposal due date:	February 19, 2021 @ 5:00 p.m.
Contact email:	<a href="mailto:derik@first5sf.org">derik@first5sf.org</a>

## **Purpose of this RFQ**

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The purpose of this Request for Qualifications (RFQ) is to identify a Family Resource Center (henceforth referred as “FRC” or “FRCs”) to provide Promotora or Family Support Specialist services to Family Child Care (henceforth referred as “FCC” or “FCCs”) providers with dual language learner students in their care. FRC providers will also participate alongside their FCC counterparts in trainings which will offer practical supports for themselves and information regarding providing the FCCs’ families with connection to resources and basic needs supports to address family concerns caused or exacerbated by COVID.

The services will target 15 specific FCCs in the 94110, 94112, 94124 and 94134 zip codes. The targeted FCCs are participating in First 5 California funded activities to provide training, technical assistance and supports (e.g., Promotora/Family Support Specialist service linkage, FRC service linkage). Note: Only families enrolled at these FCC sites may be served with funds from this RFQ. Service to other FCC sites or families not enrolled at the listed sites must be approved by First 5 San Francisco.

This RFQ seeks to identify preferably a single grantee to provide support to the targeted FCCs and their enrolled families. Services are sought immediately upon approval of a grant and end June 2022.

## **Background**

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First 5 California prioritized support to Dual Language Learners (DLLs) to enhance their school readiness and long term academic success. To support this work, funds were awarded to First 5 San Francisco to provide training, technical assistance and wrap around service supports to a cohort of family child care providers serving DLLs.

In collaboration with the Office of Early Care and Education, First 5 San Francisco has identified a cohort of fifteen Spanish speaking family child care (FCC) providers in our Dual Language cohort with approximately 120 families who are experiencing educational, financial, and/or social connection challenges related to the COVID 19 pandemic. In addition, there is often a language mismatch between the FCC provider and the parent which presents a barrier to the FCC provider’s ability to provide linkage and referral to external sources of family support. FCC providers have requested that these families be connected with a dedicated promotora or family support specialist who can provide cultural and language relevant referral, linkage, and peer support to these families through individual family navigation and linkages to groups such as Parent Cafes.

Specifically, family navigation at the fifteen targeted sites provides linkage to concrete supports to families. Funding will support a First 5 San Francisco funded Family Resource Center to hire a promotora(s), family support specialist(s), or peer parent(s) in order to provide linkage to family resource center services, connections to food, learning supporting technology, housing or shelter waitlists, or other resources to support families’ in their recovery from the economic, social and other impacts of COVID-19.

## **Project Objectives**

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First 5 San Francisco and its funding partners are working to ensure that all families and explicitly families with dual language learner children age 0-5 are connected with needed services and supports. As such the following outcomes and target population have been identified:

## **Desired Identified outcomes for FCC and families**

1. At least 90% of families will report satisfaction with the Promotora/FSS linkage program
2. At least 12 FCC providers will report satisfaction with the Promotora/FSS linkage program
3. At least 50 families will report improved family circumstances as a result of their connection with the Promotora program

## **Desired Process Outcomes**

1. At least 75-100 families are connected with a Promotora for service linkage
2. All 15 FCCs will participate in at least 1 collaborative meeting with their Promotora/FSS
3. At least 50-60 Promotora/FSS connected families will be connected with at least 1 referral or resource to support the family's goals
4. At least 60 families (duplicated) will attend at least one Parent Café.
5. Promotora/FSS may be eligible to receive up to 2 ECE college units for participating in the DLL Cohort trainings

## **Target Population**

Approximately 120 Spanish speaking families who are experiencing educational, financial, or social connection challenges as a result of Covid 19 and who are enrolled in specific fifteen DLL FCC sites.

## **Funding and Contract Term**

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The funds available are \$170,000.00 from about March 2021 through June 30, 2022. Respondents will not be compensated for costs incurred to respond to this RFQ. First 5 San Francisco estimates one grant will be awarded through this RFQ, but multiple grants may be awarded to ensure service coverage to each FCC site.

Specific contract activities, budgets and length of contract term may be negotiated differently from described in the selected proposal(s).

First 5 California grant funds support the activities of the grants awarded through this RFQ. Grant fund availability, amount and/or term are dependent upon the terms set by the First 5 California grant funds availability, amount and/or term.

## **Submission Process and Timeline**

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The application submissions for this RFQ will be electronic only. The online application can be accessed at: <https://www.surveymonkey.com/r/First5SF-RFQ2021-01>

All forms and attachments will also be submitted via the above online attachment link. The forms can be downloaded at [www.first5sf.org](http://www.first5sf.org). Applicants are advised to review the full RFQ document and understand its contents.

All submissions are due on **February 19, 2021 at 5:00 pm SHARP**. The online application will close at that time, and no late applications will be allowed to be submitted.

All forms and attachments are also due on **February 19, 2021 at 5:00 pm SHARP**. Late attachments and/or attachments submitted via other mechanisms outside the online application will not be considered.

Applicants are responsible for checking for updates, corrections, clarifications and other changes to this RFQ at [www.first5sf.org](http://www.first5sf.org).

**Additional note about online submission via SurveyMonkey:** A PDF of the application will be provided for download at [www.first5sf.org](http://www.first5sf.org). This application template **is not intended for submission use; only for viewing**. First 5 SF also asks that any test applications created on the SurveyMonkey application link, **be deleted as soon as possible in order to avoid confusion**.

Two mechanisms have been embedded in the application to certify them as final (one at the beginning and one at the end). All applications with boxes not checked to indicate they are valid submissions and/or applications with apparent "dummy" or "test" information will be deleted at the close of each business day up until the application due date in order maintain a clean submission list.

The timeline for this RFQ is in the table below:

ESTIMATED TIMELINE	
RFQ Issued	February 4, 2021
Non-Mandatory Bidders' Conference	February 16, 2021 1:00 pm
Mandatory Letter of Intent Due	February 16, 2021
Proposals Due	February 19, 2021
Estimated Notice of Qualification	February 26, 2021

Dates and times are subject to change

Recommended applicant must prioritize availability for grant discussions to finalize grant terms, including grant activities, staffing, performance measures and budget in the days February 25 through March 1, 2021 as requested by First 5 San Francisco. This will support grant approval at the March 3, 2021 Commission meeting.

### **Scope of Work**

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First 5 San Francisco seeks responses from FRCs with excellent qualifications and demonstrated successful delivery in delivery of Promotora, Family Support Specialist, or Peer Parent Services and who have experience in working with Family Childcare Providers serving dual language learners. Applications will be accepted from FRCs funded through the First 5 San Francisco Family Resource Center Services Initiative.

The Promotora, family support specialist or peer parent will support families at 15 identified FCCs, who are participating in a training cohort. There is a strong desire for the support activities to be able to start immediate to contract approval.

### **Requested Services and Performance Measures**

1. Families receive individualized linkage and referral to services and supports:

- Promotoras and/or family support specialists (FSS) will provide individualized linkage and referral to at least 75 and up to 120 families based on the families stated needs. Promotoras/FSS will utilize their knowledge of public benefits, charity giving, food pantries, community-based organizations (including family resource centers), and other informal supports when making referrals. Families will also be encouraged to learn more about such resources through the offering of and/or connection with community-based workshops, such as those provided at FRCs or other info and referral sources such as 311 and 211. Families will also be supported in connecting with each other for social connection through a Parent Café model

## 2. Connection to ongoing FRC support

- Promotoras/FSS are expected to be knowledgeable about the services in their Family Resource Center and should encourage families to utilize FRC services wherever appropriate. Families working with a promotora will complete a basic intake and be enrolled in CMS. While not required, FRCs are encouraged to utilize a brief standard needs assessment such as the Family Assessment Short Form or other tool to support promotoras/FSS in ensuring that families are connected with all needed supports, including FRC Case Management Services, in addition to the presenting concern.
- Promotoras/FSS should work collaboratively with FRC case managers/family advocates when families need access to on-going, longer-term or more substantive support (such as if indications of mental health concerns, substance use, domestic violence, chronic homelessness, child welfare involvement, more complicated basic needs supports, or other such needs).
- Promotoras/FSS should be knowledgeable of FRCs throughout the city and how to connect families to these resources, if appropriate.

## 3. FRC/FCC Collaboration

- Promotoras/FSS will conduct via telephone, Zoom or other remote modality ongoing engagement with 15 FCC providers to introduce themselves, FRC services available, and to determine a plan for connecting with and engaging identified families in need
- Promotoras/FSS will regularly (at least monthly) check in with each FCC provider to identify successes in the program as well as problem-solve any barriers to family engagement

## 4. Promotora/FSS and Family Engagement

- Promotora/FSS will make approximately 30-50 contacts a month with identified, participating families.
  - Promotora/FSS services will primarily be conducted via telephone, texting, messaging, FaceTime, Zoom or other remote modality.
  - Limited in-person services may be conducted with face coverings, physical distancing, and proper sanitizing of hands. An example of appropriate in-person work is: when a family is not responsive to calls or emails and thus an in-person contact attempt at time of drop-off or pick-up is needed. Promotora/FSS should never enter a family's home for delivery of service.
  - Promotoras/FSS are expected to conduct services with respect to families' privacy and confidentiality.
  - Promotora/FSS may be required to participate in contact-less distribution or delivery of goods such as food, diapers, wipes, formula or at-home learning kits

to families. Promotora/FSS is not required to have a vehicle and should not be required to take public transportation for purposes of the deliveries. All home deliveries should be limited to leaving items at a doorstep and any conversation should occur outdoors with distancing and face coverings.

- Promotora/FSS will be required to maintain a list of families and FCCs served along with brief intakes, assessment, and brief contact notes for each contact or contact attempt with families.
- Promotora/FSS will recruit, refer, and help enroll at least 60 families to Parent Cafes which will be offered in the community by trained Parent Café leaders.
- Promotora/FSS will attend at least one full cycle of Parent Cafes (5, two hour sessions)
- Promotora/FSS will distribute a satisfaction/outcome survey (to be provided) at least quarterly to participating families

5. Dual Language Training Cohort Participation

- Promotora will attend at least one First 5 San Francisco Dual Language cohort training per month
- The cohort trainings will be held either on a Saturday or weekday evening.

6. Promotora/FSS Supervision

- Promotora/FSS must be provided with supervision by an FRC funded personnel
  - Promotoras will be provided at minimum with 1 hour bi-weekly supervision in addition to as needed support
- Promotoras must be provided with or reimbursed for necessary technology in order to be able to do this work primarily remotely/from home/other COVID-safe environment including cell phone with data and a laptop/computer with data access

Promotora/FSS services will be offered primarily in Spanish and may be required in multiple formats and times. Additionally, as the Covid pandemic evolves, actual projects may include activities not currently listed.

Grantees will also be expected to complete activities in the areas of evaluation, reporting, documentation/administration, and overall systems improvement, as requested or outlined in final negotiated scopes of work and contracts.

This scope of work is a general guide to the work the City anticipates and is not a complete listing of all services that may be required or desired.

**Entities Eligible to Apply**

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All of the following entities are eligible to apply under this RFQ:

Community-based organization that is nonprofit and tax-exempt under Section 501(c)(3) of the Internal Revenue Code, and is also a part of the San Francisco Family Resource Center Initiative.

**Minimum Eligibility**

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Applicants responding to this RFQ must have the qualifications, experience, competency and ability to successfully provide programmatic, fiscal and administrative oversight for the hiring and retention of Promotoras, Family Support Specialists, and/or Peer Parents. 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 a state eligible for contracting with the City and County of San Francisco (See the “Contractors Unable to do Business with the City” section) and must have capacity to provide in-person services throughout San Francisco County.
- Agency must currently be funded through Family Resource Center Services Initiative and implement its core services.
- Applicants must have a minimum of three to five years verified experience providing Promotora, Family Support Specialist, or Peer Parent Services
- Applicants must have a minimum of one year verified experience supporting or working with Family Childcare Homes, FCCs or other ECE settings and/or families enrolled there
- Applicant must be a San Francisco City-approved supplier/vendor at the time the contract is executed. If not already a vendor at time of application submission, applicant must provide assurances that they will be compliant with City-approved supplier/vendor process within 45 days of qualifying award notice, or First 5 San Francisco reserves the right to revoke the qualification.
- Applicants working directly in early care and education facilities must provide proof of TB Clearance at the time the contract is executed. If contract indicates direct work and supervision of children, proof of fingerprinting will also be required for contract execution.

## **Desired Qualifications**

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### **Minimum qualifications**

The identified Family Resource Center must have at least 3-5 years of experience in hiring, training, and supporting Promotoras, Family Support Specialists, or other peer educators. The FRC must provide services in Spanish.

The FRC or parent organization must have demonstrated relationships with Latino and/or Indigenous Family Childcare, preschool, and/or other ECE providers.

### **Promotora/Family Support Specialist/Peer Parent Qualifications**

- Must speak fluent Spanish and be proficient in English
- Must have at least 1 year of experience, in whole or in combination as a Promotora, Peer Educator, and/or Peer Leader. Volunteer experience is acceptable
- Must be familiar with San Francisco resources and services and willing to learn more about them
- Must be able to access FCC sites virtually using telephonic and other electronic means used by the FCC provider and in-person via private/public transport
- Pass background check

## **Contractors Unable to do Business with the City**

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### **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**

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This will be an entirely electronic 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 February 16, 2021** emailed to [derik@first5sf.org](mailto:derik@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 via online submission is due on **February 19, 2021 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 and content details are provided in the next sections:

### **C. Forms and Attachments**

All requested forms and attachments are due by **February 19, 2021 at 5:00 pm SHARP**, also submitted via the above online application link. No late attachments or attachments submitted via other mechanisms will be considered. Content details are provided in the next sections.

## **Content, Scoring, and Instructions**

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The proposal application consists of five sections: 1) Coversheet and Contact Information (no point value); 2) Verification of Minimum Eligibility; 3) Experience and Capacity; and 4) Staffing Expertise and Qualifications 5) Budget. 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	10 points
Experience and Capacity	40 points
Staffing Expertise and Qualifications	35 points
Budget	15 points

A proposal review panel(s), consisting of individuals appointed by First 5 San Francisco will review all completed applications that meet the minimum eligibility requirements. Members of the proposal review panel(s) will evaluate and score each proposal, and make a funding recommendation to First 5 San Francisco. First 5 San Francisco will then make the final selection and conduct contract negotiations. If a single proposal is submitted and meets minimum eligibility requirements in response to this RFP, First 5 San Francisco staff may elect to solely review the proposal and develop a funding recommendation on the proposal.

### **1. Coversheet – Appendix C**

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.

No point value for this section.

SurveyMonkey online application link: <https://www.surveymonkey.com/r/First5SF-RFQ2021-01>



## 2. Verification of Minimum Eligibility

Verify all Minimum Eligibility Requirements as stated on page 6 of this RFQ.

Completion of all eligibility sections earns a total of 10 points. Failure to complete any single eligibility criteria earns a score of 0.

SurveyMonkey online application link: <https://www.surveymonkey.com/r/First5SF-RFQ2021-01>

## 3. Staffing Expertise and Qualifications

Provide complete responses to all Staffing Expertise and Qualifications Questions. Responses should include and address the below.

- List key staff with statement of qualifications and certifications that matches the requested qualifications. *(Points: earn full 20 points for staffing structure that matches all the requested Promotora/FSS/Peer Parent qualifications. No points awarded if there is no match between staffing structure and selected duties.)* **Note: staff resumes or job descriptions if not already hired must be uploaded in order to earn full points.**
  - Confirm staff would be able to start services upon grant approval (Full points not available for staff not available at grant start date).
  
- Promotora/FSS/Peer Educator have demonstrated ability to provide linguistically, ethnically, and culturally concordant service to San Francisco's diverse families and Family Childcare Home staff. Promotora/FSS/Peer Educator should have demonstrated personal and/or professional experience with Latino, Black, Indigenous, People of Color and/or other historically marginalized and oppressed populations and must be able to speak Spanish. The Promotora/FSS/Peer Educator should have a basic understanding of the impact of systemic racism and its effects on families served. *(Points: additional 15 points possible for effective demonstration through response as well as submitted resumes or job descriptions).*

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

SurveyMonkey online application link: <https://www.surveymonkey.com/r/First5SF-RFQ2021-01>

## 4. Experience and Capacity

Provide complete responses to all Experience and Capacity Questions. Responses should include and address the below:

- Individualized linkage and referral to basic needs and other services and supports *(15 points)*
  - Describe your experience implementing Promotora/Family Support Specialist (FSS)/Peer Parent based service connection and how that relates to this project. (Limit to 1 page, 1.5 line spacing, 12pt font.).
  - Include or list at least 3 different services or supports (e.g., CalFresh, or Covid supports) that you anticipate making linkages to and identify any structures you have in place for efficient referrals to such.
  
- Connection to ongoing FRC support *(5 points)*
  - Affirm Promotora/FSS/Peer Parent will perform a brief intake assessment for families engaging in project and describe the types of anticipated FRC programs which families may be connected with. (Limit to 1 page, 1.5 line spacing, 12pt font.)

- FRC/FCC Collaboration (5 points)
  - Describe the ways in which you work with FCC and/or other ECE providers. (Limit to 1.5 pages, 1.5 line spacing, 12pt font.)
  - List the names of Family Childcare or other ECE providers you currently collaborate with, including the length of your experience working with FCCs.
- Promotora/FSS and Family Engagement (10 points)
  - Describe the ways in which the Promotora/FSS will engage with families, including the modalities, frequency and hours of operation (please consider that families with children enrolled in FCCs may not be available during standard business hours and/or business days due to their work obligations). Include an example of how your Promotora/Family Support Specialists have done similar family engagement in the past. (Limit to 1 page, 1.5 line spacing, 12pt font.)
  - Describe your plan to ensure continuity of services/support should the promotora/FSS staff become unable to continue their activities with FCC providers/families. (Limit to 0.5 pages, 1.5 line spacing, 12 pt. font.)
  - Describe the ways in which the Promotora/FSS with support of the FRC will mitigate Covid risks in the delivery of services (including during family engagement, contact-less delivery of items, and/or other areas). (Limit to 0.5 pages, 1.5 line spacing, 12 pt. font.)
- Promotora/FSS training and Supervision (5 points)
  - Affirm the availability of the Promotora/FSS to participate in a monthly Dual Language Learner Cohort training to be held in the evening or on a Saturday(s)
  - Affirm the provision of at least 1 hour per week of supervision by an FRC funded position

Completion of this section earns a total of 40 points based on the above criteria.

SurveyMonkey online application link: <https://www.surveymonkey.com/r/First5SF-RFQ2021-01>

## 5. **Budget/Budget Narrative**

Use the provided Excel Budget & Budget Narrative Form (Attachment C), which can be downloaded at [www.first5sf.org](http://www.first5sf.org) to create a line item budget for the period of March 1, 2021 through June 30, 2021 and a second line item budget for the period of July 1, 2021 through June 30, 2022.

Do not exceed the amount of \$170,000 for the total period of March 1, 2021 through June 30, 2022.

Provide a narrative for any item in the budget whose purpose may not be obvious or immediately clear.

The budget is worth up to 15 points.

Upload additional financial attachments at the end of this section according to instructions provided.

Upload all attachments via the online application: (<https://www.surveymonkey.com/r/First5SF-RFQ2021-01>) by **5:00 p.m. SHARP on February 19, 2021**. No late attachment submissions or attachments submitted via other mechanisms will be considered.

Overview of required attachments and preferred labeling and submission format is provided below.

- A. Application Required Attachment A - Resumes or Job Descriptions of Key Staff: Include resumes or job descriptions of key project staff. These documents should provide sufficient detail to permit Commission staff to assess how their experience will contribute to the project's objectives. These should all be put into a single PDF and labeled as "Required Attachment A - Staffing with Applicant Name".
- B. Application Required Attachment B - Signature Page Form (provided in Appendix B of application): Appendix B can be downloaded at [www.first5sf.org](http://www.first5sf.org). Print, sign, scan and label as "Required Attachment B - Signature Page Form with Applicant Name".
- C. Application Required Attachment C - Use Budget and Budget Narrative Excel Form (Attachment C) provided and follow instructions Introduction above. Attachment C can be downloaded at [www.first5sf.org](http://www.first5sf.org). When form is complete put it into PDF and title "Attachment C - Budget and Budget Narrative Form with Applicant Agency Name"
- D. Application Required Attachment D - Please put into PDF and label as "Attachment D - IRS 501(c)(3) Letter of Determination with Applicant Agency Name".
- E. Application Required Attachment E - Please put into PDF and label as "Attachment E - Audited Financial Statement with Applicant Agency Name".
- F. Application Required Attachment F- Please put into PDF and label as "Attachment F - Global Agency Budget with Applicant Agency Name".

### **Submission Confirmation**

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Thank you for completing this application. Be sure to check the box marked "This application is complete and accurate and can be confirmed as a final submission" in the Survey Monkey to confirm your application is complete and accurate and confirm your final submission. **Responses will not be scored if this box is not checked.**

## **Non-Mandatory Bidders' Conference**

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A non-mandatory bidders' conference will be held on February 16, 2021 1:00 – 2:00 p.m. via Zoom (Join Zoom Meeting <https://sfhsa.zoom.us/j/97413139290?pwd=QjByNkZKWHJIV3ZSU5pYVY3Z3VrQT09>)

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**

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### **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 [derik@first5sf.org](mailto:derik@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](http://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 RFP/RFQs 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**

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

1. Contractor must be a Registered Business (or have verified waiver) within San Francisco and City-approved supplier/vendor, if a contract is entered into.
2. Contractor must comply with any monitoring and evaluation requirements detailed in the contracting process.
3. Contractor must have current insurance coverage (workers compensation, general liability, fidelity bond, automobile or other required insurance) or applicable waivers, if contract is entered into.
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 a Registered Business or 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 funded agencies and entities to comply with a number of regulatory and legal requirements. Some of these requirements are described below. Others can be found at <https://sfgov.org/oca/qualify-do-business>.

Firms contracting with the city must agree to the most recent standard personal service contract or individual service contract agreements. A list of possible City contract templates can be found at: <https://sfgov.org/oca/resources>.

## **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 D).

### **Compliance with Other Laws**

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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**

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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 contract negotiation. During the contract negotiation, First 5 San Francisco may seek modifications to the proposed activities and budget. If a contract cannot be completed within a reasonable time frame, determined by First 5 San Francisco, First 5 San Francisco may terminate negotiations and pursue a contract 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 contract 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 contract 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 Costs**

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First 5 San Francisco grant awards and contracts are cost reimbursement for expenditures described in pre-approved budgets. Except for advances of funds, agencies/entities must incur expenses in pursuit of 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.
- Funds 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 San Francisco resident children 0 -5 years old, their families or caregivers, or expecting parents.
- Additional allowable costs may be stipulated in executed contract agreement.

### **Unallowable Costs**

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- 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.
- Additional unallowable costs may be stipulated in executed contract agreement.

### **Appeal Process**

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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 [derik@first5sf.org](mailto:derik@first5sf.org).

Sample Page One of Online Application Template – Do not use for submission. Application can be accessed at:

<https://www.surveymonkey.com/r/First5SF-RFQ2021-01>

**Section 1: Coversheet and Contact Information**

The contact information provided will be used by the Commission to communicate with applicants.

1. Please check this box to indicate that this is a valid application submission. All applications with this box not checked or with apparent "dummy" or "test" information will be deleted at the end of each day up until application deadline in order to maintain a clean submission list.

This is a valid application submission. Do not delete.

\* 2. Name of Applicant/Organization

\* 3. Applicant Primary Contact Person Name

\* 4. Primary Contact Person Email

\* 5. Primary Contact Person Phone Number (please use xxx-xxx-xxxx format)

6. Applicant Secondary Contact Person Name

7. Secondary Contact Person Email

8. Secondary Contact Person Phone Number (please use xxx-xxx-xxxx format)

\* 9. Entity type - please select one response that is best fit. (This will not factor into minimum eligibility or scoring; it is only for organizational purpo:

Other (please specify)

**Required Attachment B - Signature Page Form**

**Signature Page Form**

(Please download this form from First 5 SF Website: [www.First5sf.org](http://www.First5sf.org) )

**First 5 San Francisco**

**RFQ 2021-01**

FRC Support of Family Child Care with Dual Language Learners

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

<b>Name of Agency:</b>	
<b>Business Address:</b>	
<b>Contact Person, Title &amp; Email:</b>	
<b>Alternate Contact Person, Title &amp; Email:</b>	
<b>Authorized Signatory &amp; Title:</b>	
<b>Signature of Authorized Signatory:</b>	

**Application Deadline:**

February 19, 2021, 5:00 pm

First 5 San Francisco

<https://www.surveymonkey.com/r/First5SF-RFQ2021-01>

## 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.