CONTRACT APPENDICES: Additional Standard Terms & Conditions for Receipt of Proposals

A. Proposer’s Obligations under the Campaign Reform Ordinance

Because contracts resulting from this RFP will be funded with City/County of San Francisco dollars, Proposers 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 a Proposer 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 vendor 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 Proposal, 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:

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.

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.

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.

B. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors’ bids, responses to solicitations 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.

C. Public Access to Meetings and Records
If a Proposer is a non-profit entity that receives a cumulative total per year of at least $250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and (2) a summary of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.
A. Initial Screening
Any proposal submitted without the required Qualifications Statement and a complete proposal package will be rejected without further review.

During the review process, any proposal that does not demonstrate that the Proposer meets Eligibility Requirements and Minimum Qualifications will be considered non-responsive and will not be eligible for further review or consideration.

B. Technical Review and Scoring of Proposals
The proposals will be reviewed and rated by (a) Technical Review Panel with expertise in the services required. This Technical Review Panel will be recruited with strict attention to ensuring that no conflict of interest exists related to any member of the panel and the anticipated proposals. The Technical Review Panel will review and score each proposal according to criteria outlined in the Scoring Criteria Section of this solicitation. PHF will email Proposing Agencies a Notification Letter indicating their score from the Technical Review process on each proposal submitted.

Proposals that meet the submission requirements will be evaluated and scored by a technical review panel using the scoring criteria described in the RFP. To be considered for funding, applications must earn at least 38 points (75%). Those applications with 38 points or more, will be reviewed by PHF and SFDPH for final decisions. Final decisions will take into account Priority Populations, diversity of interventions, geographic distribution. PHF will email Proposing Agencies a Notification Letter indicating their score from the Technical Review process.

C. Invitation to Negotiate
An Invitation to Negotiate with the PHF will be sent to applicants based on outcomes from Proposal Presentations and RFP priorities. PHF may recommend proposals from one or more Proposer to move forward for negotiation. During negotiations, any aspect of the proposal will be considered negotiable, including the budget, the services to be provided, and the priority population(s). Receiving an Invitation to Negotiate and entering into negotiations does not obligate either PHF or the applicant to enter into a contract; either party may decide to end the negotiations at any time for any reason. If the negotiations fail to result in a contract award in a reasonable period of time, the PHF reserves the right to invite another Proposer to negotiate or to issue another solicitation for the services. If upon execution of a subsequent contract, based on performance or other issues, the PHF needs to select another provider, another Proposer from the Eligible Applicant list that best matches RFP priorities will be invited to negotiate to provide the solicited services. If that Proposer refuses the offer, the PHF will continue to contact Proposers until the offer to provide the solicited services is accepted or the list is exhausted.
CONTRACT APPENDICES: Review and Selection Process

D. Contract Award Notification

If the negotiation process is completed to the satisfaction of both the applicant and the PHF in collaboration with SFDPH, the applicant will receive a notification letter indicating the negotiated services and funding amount.

The anticipated start date for contracts resulting from this solicitation is September 1, 2019. Failure to negotiate the contract in a timely manner, or to furnish any and all certificates, bonds, or other materials required in the contract, shall be deemed an abandonment of the contract offer.

The PHF reserves the right to award a single contract or multiple contracts from the RFP; however, each agency will only be funded for up to one contract.

E. Stipulations

The issuance of this solicitation does not constitute an agreement by the PHF that any contract actually will be entered into by the PHF. The PHF 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 this solicitation;
4. Procure any materials, equipment, or services specified in this solicitation by any other means;
5. Ensure that all target populations are served and service requirements are met; and
6. Determine that no project will be funded.

In addition to the ability to provide the specified services, the applicant must comply with PHF contractual requirements, general SFDPH and City and County of San Francisco contractual requirements, including insurance requirements (Appendix A-3, Insurance Requirements), Standard Terms and Conditions for Receipt of Proposals (Section VI of this RFP), the Standard Contractual Requirements (Section VII of this RFP), and the SFDPH, Population Health Division, Community Health Equity and Prevention Branch’s SDDT Program reporting requirements.
**CONTRACT APPENDICES: SDDT GRANTEE REQUIREMENTS**

**SDDT GRANTEE REQUIREMENTS**

The SDDT Healthy Communities SUPPORT Grants will fund applicants up to a total of $75,000 for up to 10 months (September 1, 2019-June 30, 2020).

Contracts resulting from this solicitation are anticipated to begin September 1, 2019.

**ADMINISTRATIVE**

1. Submit and maintain all required/specified documentation in accordance with contractual guidelines.
2. Complete and submit deliverables as required.
3. Advise PHF immediately during grant term if it is determined organization will be unable to meet deliverables, timeline or expend funds.
4. Compile and submit one narrative report at the end of the contract term that includes:
   a. achievement in meeting program objectives;
   b. reasons for any difficulties in staying within timelines;
   c. any barriers encountered and how they were addressed.
5. Meet regularly with the PHF Program Liaison to discuss program progress.
6. Participate in program development activities coordinated by PHF; and

**PROGRAMMATIC**

1. Build individual and/or organizational community capacity;
2. Participate in SDDT evaluation as relevant;
3. Participate in SDDT media campaigns as relevant;
4. Attend mandatory SDDT SUPPORT Grant meetings, trainings, etc as relevant; and
5. Encouraged participation in quarterly Shape Up SF Coalition meeting or Food Security Task Force meetings or other SF-based healthy eating/acting living or Social Determinants Of Health-related coalition

**CONTRACT TERM & FUNDING AMOUNTS**

The San Francisco Public Health Foundation (PHF) reserves the option to award initial contract(s) for original term(s) of 10 months. A contract or contract funding notice is not a guarantee of funding for a program or the continuation of services. Annual funding for contracts may vary or change according to the availability of funds and completion of deliverables. PHF reserves the right to re-open the solicitation to request additional proposals. Organizations may submit one proposal in the Community Based Grants SUPPORT Category. Awards will fund a 10-month capacity building support will run from approximately September 1, 2019 through June 30, 2020.

Awardees will negotiate a final Memorandum of Understanding (MOU), work plan and budget with San Francisco Public Health Foundation (PHF) and SFDPH staff. The MOU will further specify deliverables and ensure that the project meets all the requirements of the Program Administration agency, San Francisco Public Health Foundation, which serves as the contract holder. PHF will manage and distribute funds.

Grant funding is based on the conditions of the grant award. There are no guarantees of continued or annual funding.
Should additional funds become available after the release of this RFP or after awards from this RFP have been made, PHF reserves the right to allocate these additional funds as it deems appropriate according to program planning and service needs, including but not limited to adjusting the number and/or size of awards, supplementing awards from this RFP with additional funds during service periods, supporting PHF-delivered services, or issuing a new solicitation.

PLEASE NOTE:

Compliance with the SDDT Program Minimum Requirements and Agency Eligibility criteria will be assessed through the contents of the proposal. Any application that does not clearly document compliance with meeting minimum qualifications may be disqualified by PHF or SFDPH.
Standard Contract Requirements

A. STANDARD CONTRACT PROVISIONS (LEGAL AGREEMENT)
Upon award of a contract, the Proposer will be required to enter into and sign a legal agreement ("Agreement") containing standard terms and conditions. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The PHF, in its sole discretion, may select another Proposer.

Proposers are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

B. NONDISCRIMINATION IN CONTRACTS AND BENEFITS
The successful Proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the PHF from entering into contracts utilizing City funding with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC’s website at www.sfgov.org/sfhumanrights.

C. MINIMUM COMPENSATION ORDINANCE (MCO)
The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

D. HEALTH CARE ACCOUNTABILITY ORDINANCE (HCAO)
The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

E. FIRST SOURCE HIRING PROGRAM (FSHP)
If the contract is for more than $50,000, then the First Source Hiring Program (Administrative Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring
CONTRACT APPENDICES: Standard Contract Requirements

Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at www.onestopsf.org, under the “Employers” menu, and from the First Source Hiring Administrator, (415) 401-4960.

F. CONFLICTS OF INTEREST
The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Proposer that the City has selected the Proposer.

G. HEALTHCARE INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 (“HIPAA”) and is therefore required to abide by the Privacy Rule contained therein. The parties further agree that Contractor may be defined as one of the following definitions under the HIPAA regulations:

- A “Covered Entity” meaning an entity that receives reimbursement for direct services from insurance companies or authorities and thus must comply with HIPAA.
- A Business Associate subject to the terms set forth in Appendix A-3 - Business Associate Addendum
- Not Applicable - Contractor will not have access to Protected Health Information.

H. INSURANCE REQUIREMENTS
Upon award of contract, Contractor shall furnish to the PHF a Certificate or Certificates of Insurance, with applicable Additional Insured Endorsements, stating that there is insurance presently in effect for Contractor with limits of not less than those established by the City.

Appeals Procedures
An appeal of the Notification Letter indicating their score from the Technical Review may be filed if the Proposer has reason to believe that there was a substantial failure by the PHF in following standard solicitation procedures. The appeal must be filed within five (5) working days of receipt of the notification letter. Appeals will be ruled on, and the appealing entity notified in writing, within five (5) working days after its receipt. All decisions are final. If you wish to appeal, prepare a written statement describing the procedural breach that is the reason for your appeal via email to sddt.hcsup@sfphf.org with ‘Appeal: RFP 07-2019’ in the subject line. Protests made by mail, orally (face to face or by telephone), or by Fax will not be considered.