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CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES

REQUEST FOR PROPOSALS

COMMERCIAL FOOD SERVICE VENDOR FOR SAN FRANCISCO
SUMMER FOOD SERVICE PROGRAM AND
CHILD AND ADULT CARE FOOD PROGRAM

SOURCING EVENT ID:	0000010055
DATE ISSUED:	NOVEMBER 22, 2024
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This Solicitation can be viewed on the City's Supplier Portal at: <https://sfcitypartner.sfgov.org/pages/index.aspx>

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SECTION I: INTRODUCTION

SECTION I: INTRODUCTION

The San Francisco Department of Children, Youth and Their Families (DCYF) brings together City government, schools, and community-based organizations to help our city's children and youth, birth to age 24, and their families lead lives full of opportunity and happiness. We strive to make San Francisco a great place to grow up, and this requires resources, community engagement, collaboration, coordination, and creativity. Through our work we help children and youth to:

- Be healthy;
- Succeed in school and prepare for the future;
- Engage in positive activities when school is out;
- Contribute to the growth, development and vitality of San Francisco and
- Live in safe and supported communities.

The people of San Francisco made a unique, first of its kind commitment to our community in 1991 by creating the Children and Youth Fund and dedicating property tax revenues to fund vital services for our city's children and youth, and their families. DCYF is committed to allocating those dollars to maximize impact, with approximately \$155 million serving 37,000 individuals in fiscal year 2023-24.

The primary areas of DCYF funding are Early Care and Education; Out of School Time; Educational Supports; Enrichment, Leadership and Skill Building; Justice Services; Youth Workforce Development, Mentorship; Emotional Well-Being and Family Empowerment. Our investments are equitable and holistic, offering avenues to enhance learning, while simultaneously creating healthy family and community environments to support individual growth.

The DCYF grant making process and planning cycle are based on an extensive multi-year timeline, with multiple opportunities for community involvement along the way. Two key planning milestones include:

- The [Community Needs Assessment](#), which provides an update on the status of children, youth and their families and service needs, and
- The [Services Allocation Plan](#), which outlines how funds will be allocated to meet the service needs described in the CNA.

Our purpose extends far beyond funding: we are a strong voice at the heart of San Francisco's commitment to children, youth, transitional age youth and their families. We combine broad experience, community engagement, creative thinking and thoughtful decision making to improve access to services and make a measurable impact. For more than 30 years, San Francisco has become home to some of the best practices and programs in the nation.

SECTION I: INTRODUCTION

DCYF LAND ACKNOWLEDGEMENT

The San Francisco Department of Children, Youth and Their Families acknowledges that it carries out its work on the unceded ancestral homeland of the Ramaytush Ohlone, the original inhabitants and stewards of the San Francisco Peninsula. As the government agency that stewards the Children and Youth Fund, we accept the responsibility that comes with resources derived from property taxes upon unceded and colonized land. We recognize the history and legacy of the Ramaytush Ohlone as integral to how we strive to make San Francisco a great place for life to thrive and children to grow up.

SERVICES REQUESTED

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by the Department of Children, Youth and Their Families (hereinafter, “DCYF” or “City”). DCYF, on behalf of all City Departments, is seeking qualified food service management companies (either commercial enterprises or non-profit organizations) (“Proposers”) to provide proposals for the procurement, preparation and delivery of high-quality, nutritious and unitized:

- A. Breakfast, lunches and snacks for use in the **United States Department of Agriculture (USDA) Summer Food Service Program (SFSP)**, and
- B. Suppers and snacks for use in the **USDA Child and Adult Food Care Program - At-Risk Afterschool Meals Program (CACFP)**

DCYF projects the following meal amounts and sites annually for each of the above USDA programs:

- 30,800 breakfasts for about 25 sites – average daily participation of 600 youth (SFSP)
- 99,000 lunches for about 65 sites - average daily participation of 1,500 youth (SFSP)
- 78, 500 snacks for about 40 sites - average daily participation of 1,900 youth (SFSP)
- 165,500 snacks for about 35 sites – average daily participation of 920 youth (CACFP)
- 162,200 suppers for about 35 sites - average daily participation of 900 youth (CACFP)

DCYF intends to issue a single contract to provide services both for SFSP and CACFP. However, should no responsive Proposer be able to provide services for both programs, DCYF will issue separate contracts for SFSP and CACFP to different Proposers.

Qualified food service management companies will be selected to implement the services described above. The selected organization(s) will work closely with DCYF both before and after the program’s duration to ensure that all systems are in place to stay in compliance with federal, state and local regulations regarding SFSP, CACFP and food safety standards.

DCYF manages citywide community outreach and ensures that thousands of meals served each day meet both nutrition and food safety standards. DCYF must ensure that partnering food service management companies have the skill, capacity, experience and desire to complete the high level of communication and work required of the SFSP.

SECTION I: INTRODUCTION

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

When applicable and practical, Proposers are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City's most disadvantaged communities including, but not limited to the Bayview/Hunters Point, Chinatown, Mission, South of Market, Tenderloin, Visitacion Valley and Western Addition neighborhoods.

ABOUT THE USDA SUMMER FOOD SERVICE PROGRAM: SUMMER BREAKFAST, LUNCHES & SNACKS

The Summer Food Service Program (SFSP) is a United States Department of Agriculture (USDA) Child Nutrition Program that funds free meals to children and teens during the summer months when school is not in session (June through August). The California Department of Education (CDE) is the state agency that oversees SFSP. The state agency provides oversight to ensure that USDA funds are being used to provide equal access to nutritious food for all youth. They administer regular program reviews of sponsoring agencies, vendors and distribution sites to verify that all USDA regulations are being followed. CDE also processes federal reimbursements to sponsoring agencies.

During the school year, many children receive free and reduced-price breakfast and lunch through the School Breakfast and National School Lunch Programs. When school is not in session, youth no longer have access to school meals and may otherwise go hungry. Hunger is one of the most severe roadblocks to the learning process. Lack of nutrition during the summer months may set up a cycle for poor performance once school begins again. Hunger may also make children more prone to illness and other health issues. The Summer Food Service Program is designed to fill that nutrition gap and make sure children can remain healthy and continue their personal growth and development.

ABOUT THE CHILD AND ADULT CARE FOOD PROGRAM: SCHOOL YEAR SUPPERS & SNACKS

The Child and Adult Care Food Program (CACFP) is a United States Department of Agriculture (USDA) Child Nutrition Program that funds free meals and snacks to eligible children and adults who are enrolled for care at participating child care centers, day care homes, and adult day care centers. Formerly overseen by CDE, the California Department of Social Services (CDSS) is now currently the state agency that oversees CACFP. They provide similar administrative oversight and program reviews to ensure sponsoring agencies, vendors and distribution sites follow USDA regulations. They also process federal reimbursements to sponsoring agencies.

DCYF is a sponsor of the At-Risk Afterschool Meals component of the CACFP, which offers federal reimbursement for a meal or snack served to children at afterschool programs. This program allows youth to access a free meal during times when school is not in session. This includes providing meals after school hours and holiday breaks during school-year months (August-June). CACFP is designed to fill that nutrition gap so children can have access to meals throughout the day and make sure children can remain healthy and continue their personal growth and development.

SECTION I: INTRODUCTION

San Francisco SFSP & CACFP: For over two decades, DCYF has served as the primary San Francisco sponsoring agency of the SFSP by providing staffing, administrative support, funding and coordination of meal preparation and delivery during the summer. In addition, DCYF also sponsors free snacks at after school programs during school-year months under SFSP. The City and County of San Francisco recognizes that hunger, food insecurity and poor nutrition are pressing health issues that require immediate action and so since 2016, DCYF became the San Francisco sponsoring agency of the CACFP in an effort to provide suppers in addition to snacks during the school-year.

CACFP and SFSP Sites: Sites become qualified by being located near or at an elementary school where 50% or more of the students qualify for free or reduced-price lunches. Site locations can include churches, community centers, recreation centers, non-profit organizations, summer camps and any area where youth congregate. DCYF sponsors free meals in almost every neighborhood in San Francisco but focuses mainly in areas of high need. As a USDA stipulation, most sites are open for any child 18 and under to drop in during the meal time and eat for free—first come, first served. Efforts in 2024 and beyond will focus on food quality, community outreach and nutrition education to ensure that the main objective, feeding nutritious meals to children that need them, is met.

SELECTION OVERVIEW

The City shall award a contract to the Proposer(s) that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. The award will be made, on the basis of price and other factors, to the responsive and responsible firm or individual whose bid is most advantageous to the DCYF. If DCYF awards separate contracts for CACFP and SFSP, the contract will go to the highest-ranking Proposer providing the service for the specified program.

Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of four or more parties with expertise related to goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

Interviews and Taste Testing: DCYF will request an interview as part of the proposal review process. The interview process will include a taste test of sample of menu items Proposer intends to serve as part of its service. Interviews will only be scheduled on submission of a proposal that meets Minimum Qualifications, and will be scheduled for all complete proposals. Interviews will be scheduled by for the week of **January 8 – January 13**. Any interview will require a sample tasting for review panel members.

Before choosing a proposal, DCYF must also have that proposal reviewed and approved by the California Department of Education and/or the California Department of Social Services.

SECTION I: INTRODUCTION

ANTICIPATED CONTRACT TERM

The City intends to issue a non-exclusive contract pursuant to this Solicitation with an original term of June 2025 to June 2026, covering both SFSP and CACFP. Should separate contracts be awarded, the term for the SFSP contract will be June 2025 to August 2025, and the CACFP term will be September 2025 to June 2026. This contract may be renewed for one-year periods up to four times. In other words, The City at its sole, absolute discretion, shall have the option to extend all contract terms four additional years for a total of five years, with no contract term extending past June 2030. The contract may be canceled for cause by either party with a sixty (60)- day notification. Notification must be made in writing.

COOPERATIVE AGREEMENT

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

CONTRACT TERMS AND NEGOTIATIONS

The successful Proposer will be required to enter into a contract substantially in the form attached hereto as Attachment 10, City's Contract Terms. If Proposer is unable to accept City's Contract Terms substantially in the form presented, Proposer shall include a revised copy of City's Contract Terms with its Proposal. The revised copy of City's Contract Terms must clearly:

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

If a satisfactory contract(s) cannot be negotiated in a reasonable time, the City, in its sole discretion, may terminate negotiations. Upon termination of negotiations, City may begin negotiation with the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the next highest-ranking score.

SECTION 2: TIMELINE & IMPORTANT DATES

SECTION 2: TIMELINE & IMPORTANT DATES

The anticipated schedule for this RFP is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this RFP or other pertinent information posted in the City's Supplier Portal.

ESTIMATED TIMELINE	
Request for Proposals Issued	November 22, 2024
Pre-Proposal Conference	December 3, 2024 2:00 – 3:00pm Department of Children, Youth and Their Families 1390 Market Street, Suite 900, San Francisco Mint Conference Room
Question Submission and Proposed Changes to City's Contract Terms Due Date	December 4, 2024 at 5:00pm
Answers to Questions Posted	December 9, 2024 by 5:00pm
Proposal Due Date	January 6, 2025 at 5:00pm
Oral Interviews and Taste Testing	January 8 – January 13, 2025
Notice of Intent to Award	February 3, 2025
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award
Contract Administrator	Michelle Kim Health and Nutrition Services Coordinator Department of Children, Youth and Their Families 1390 Market Street, Suite 900 San Francisco, CA 94102 PHONE: 628-652-7136 E-mail: nutrition@dcyf.org

SUBMISSION REQUIREMENTS

To apply in response to this RFP please submit proposals by **January 6, 2025 at 5:00pm**. Proposals must be received in DCYF offices by the deadline, and it is the Proposer's responsibility to ensure a timely submission. In no case will proposals be accepted after this deadline.

Please hand-deliver or mail one (1) single-sided original and five (5) doubled-sided copies of your proposal to:

Department of Children, Youth and their Families
Attn: Michelle Kim or Clara Obstfeld

SECTION 2: TIMELINE & IMPORTANT DATES

1390 Market Street, Suite 900
San Francisco, CA 94102

TECHNICAL ASSISTANCE AND QUESTIONS

DCYF is committed to providing as much clarity as possible during RFP process. All questions about the RFP **must be submitted in writing** to the email address below. DCYF staff **will not answer questions via telephone or in person.**

SUBMIT ALL QUESTIONS TO:	DEADLINE FOR QUESTION SUBMISSION:
Michelle Kim NUTRITION@DCYF.ORG	December 4 2024 at 5:00pm

To ensure that all applicants have access to both the submitted questions and their corresponding answers DCYF will publish all received questions and answers **December 9, 2024 by 5:00 p.m. at** <https://www.sf.gov/resource/2024/dcyf-nutrition-program-request-proposals/preview-link/pyZmagPyr45s44J3aPOaOdjdFhrXBbhw8OPiHDwkdjly5Sq0yZj8VOrIslw2FwbcLqP2o>

PRE-PROPOSAL CONFERENCE

The purpose of the Pre-Proposal Conference is to:

- Review the requirements and necessary forms for the Request for Proposal (RFP)
- Explain the city supplier compliance process that all Proposers must complete
- Describe the services DCYF is seeking through this RFP
- Respond to questions from Proposers

The Pre-Proposal Conference will begin at the time specified. Proposers' representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. **Failure to attend the Pre-Proposal Conference shall not excuse the awarded Proposer from any obligations of a contract awarded pursuant to this Solicitation.** Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Proposal Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Proposer to check for any Addendum to this Solicitation or other published pertinent information.

Proposers are not required to attend the Pre-Proposal Conference.

SECTION 3: SFSP/CACFP REQUIREMENTS

SECTION 3: SFSP/CACFP REQUIREMENTS

SUMMER FOOD SERVICE PROGRAM (SFSP) - MINIMUM REQUIREMENTS FOR SUMMER BREAKFAST, SUMMER LUNCHES AND SUMMER SNACKS

1. Proposer should have a minimum of 2 years recent experience preparing and delivering food for a USDA Child Nutrition Program (i.e. National School Lunch Program, Summer Food Service Program, Child and Adult Care Food Program, etc.).
2. Proposer must have a current state or local health certification for the facility where meals are prepared and held before delivery/consumption. **A copy of this certification must be included with the RFP proposal.** Proposer will need to maintain their state or local health certification throughout their contract and submit to DCYF when requested.
3. Proposer should have existing internal and external systems of record keeping around food procurement, menu development, food evaluations, staff communications regarding orders and routing systems, etc.
4. Proposer will commit time, facilities and quality staff to accommodate the needs of the Summer Food Service Program (summer breakfast, summer lunches and summer snacks) with DCYF during the months of June through August beginning June 2025. Proposer should also be available for preparation and consultation meetings with DCYF both before and after the program (typically March-September).
5. Meals must conform to the cycle menus, quality standards, and food specifications approved by the CDE according to the USDA SFSP requirements stated in 7 CFR Part 225. You may find more details by visiting USDA Food Nutrition Services website at: <https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-225>. Proposer must always meet the current regulations (including any changes or updates to the meal pattern requirements over the course of the contract). Changes include but are not limited to the Final Rule - Child Nutrition Programs: Meal Patterns Consistent With the 2020-2025 Dietary Guidelines for Americans (Attachment 13).
6. Proposer must provide date menus for all meals/snacks. The menus must specify each food item that meets the meal pattern requirements, type of milk, foods that are whole grain, or whole grain-rich, names of breakfast cereals, etc.
7. Proposer must ensure that they are meeting all health and sanitation requirements including but not limited to health codes under California, City and County of San Francisco, and their local jurisdiction. Proposer must ensure they are meeting health and sanitation requirements at all times.
8. Proposer must ensure that the meal preparation site and transportation units are periodically inspected to determine bacteria levels. Proposer will promptly submit results of the inspections to DCYF, San Francisco Department of Public Health and the California Department of Education (CDE).
9. All books and records of the Proposer must be made available to DCYF, CDE or the Federal Office of Inspector General (OIG) at any reasonable time and place for a period of three years from the date of receipt of final payment under the contract or until all audit issues are resolved.

SECTION 3: SFSP/CACFP REQUIREMENTS

10. Proposer will have the capacity to prepare the following meals, hold them at temperatures within food safety guidelines, and deliver those meals in a timely fashion. Proposer may also propose an alternate to delivering meals (i.e. sites picking up snacks from a central location for those participating in snack only) as long as it follows food safety guidelines. See Attachment 12 for site list details.
11. In addition to meeting USDA requirements, Proposer will seek to use the highest quality fresh, natural, local and sustainable ingredients available within the price point. Proposer will also seek to provide products that are whole grain, low sodium, low fat, low/no added sugars, and free of trans fats within the price point. Proposer must include the procedures for formal purchase.
12. Proposer will provide leak-proof packaging that adheres to the San Francisco Environmental Code, Chapter 16: https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_environment/0-0-0-1426.
13. Proposer agrees to forfeit payment for meals that are not complete such as when items are missing, damaged, or not unitized.
14. Proposer agrees to forfeit payment for meals that are not delivered within one hour of the agreed upon delivery time.
15. Proposer agrees to forfeit payment for meals that are spoiled, unwholesome at the time of delivery, or do not meet the SFSP meal requirements.
16. In case of nonperformance or noncompliance on the part of the Proposer, the Proposer shall pay DCYF for any excess costs the agency incurs by obtaining meals from another source. DCYF may also require Proposers to pay a fee for nonperformance issues.
17. Proposer understands that neither CDE nor USDA assumes liability for payment of any differences between the number of meals delivered by the Proposer and the number of meals served by DCYF that are eligible for reimbursement.
18. Proposer will provide a Bid Bond in the amount of 5% of the estimated contract price. Proposer that does not include a bid bond with their proposal will be considered unresponsive and will be rejected. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.
19. Proposer will provide DCYF and CDE with a performance bond within 10 days after being awarded the contract. The performance bond will be in the amount of 10% of total contract amount as CDE will determine. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.

SFSP – SCOPE OF WORK

FOOD VENDOR CONTRACT WILL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING WORK:

SECTION 3: SFSP/CACFP REQUIREMENTS

1. All meals furnished for DCYF's SFSP program under this contract must meet or exceed United States Department of Agriculture requirements set out in SFSP meal pattern requirements. All yields of cooked and uncooked products will conform to yields identified in the USDA Food Buying Guide. For more information, please visit USDA Food Nutrition Services at: <https://www.fns.usda.gov/tn/food-buying-guide-for-child-nutrition-programs>
2. Meals will be prepared and packaged daily by the Proposer's personnel. Each site will receive a specified number of unitized meals, which will include milk (1% or non-fat), utensils and condiments. Proposer must have the capacity to procure, prepare and deliver these meals [see Attachment 12]
3. The Proposer will be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating must be provided during transportation and delivery of all food to ensure the wholesomeness of food at delivery in accordance with state and local health codes. Temperature of food must be maintained at 41 degrees or below (for refrigeration) and above 135 (for heated meals) during transport and for on-site holding. Competitive proposals will have equipment for sites with no reheating and/or cold and heating holding equipment for 20-40 sites.
 - a. On site holding means *leaving* heating and cooling equipment such as electric cambros, ice chests (with ice) or steam tables. DPH will use temperature as a public health control and will not accept thermal bags but will accept hard-shelled thermal containers with ice in them.
4. Meals will be delivered (or proposed alternate solution) and unloaded at the designated site daily by the Proposer's personnel at each of the 50-80 summer sites. Competitive proposals will be able to deliver meals during typical non-school based summer program hours (typically between 8am-11am) – see Attachment 12 for example.
5. DCYF will reserve the right to add or remove feeding sites at any time, but sites will not exceed 85 during the summer. Sites are located throughout the City and County of San Francisco. A timeline for changes will be agreed upon by the Proposer and DCYF prior to contract. Any change in transportation cost that occurs as a result of adding or deleting centers will be negotiated and noted in the modification. The Proposer's invoice will show the cost as a separate item for those sites.
6. Proposer must provide exactly the number of meals ordered. Counts of meals will be made by site staff at all feeding sites before meals are accepted. Damaged, incomplete, noncompliant or non-utilized meals will not be reimbursed by DCYF.
7. DCYF will order meals Wednesday of the week preceding the week of delivery (or different if mutually agreed upon between parties of this contract). Orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each site and each type of meal. DCYF reserves the right to increase or decrease the number of meals ordered on a 48-hour notice via email (or less if mutually agreed upon between the parties to this contract).
8. Proposer will provide management supervision at all times to meet state and local requirements. Proposer will maintain constant quality control inspections to check for temperature control, portion size, appearance, packaging, and quality of products.

SECTION 3: SFSP/CACFP REQUIREMENTS

9. Proposer will provide meals of quality standards as bid. Proposer will furnish meals for DCYF 5 days a week in accordance with the 11-day menu cycle they propose (Attachment 5a), which will adhere to USDA Meal Requirements. The menu cycle should include a variety of healthy, fresh and culturally diverse foods. Proposers may propose hot meals, cold meals or a combination of both; competitive proposals include two to three hot meals per week.
10. Proposer agrees to provide all requested documentation to DCYF, prior to or at the time of the scheduled delivery or pick-ups, including but not limited to the following:
 - a. Dated menus for all meals/snacks. The menus must specify each food item that meets the meal pattern requirements, type of milk, foods that are whole grain or whole grain-rich, names of breakfast cereal, etc.
 - b. Documents that include the numbers of meals provided and delivered, specific foods provided to meet all required meal pattern requirements, serving size information for each food item, and the total quantities of all foods
 - c. Product information detailing the packaging, nutrition facts label, ingredients for items (if served) such as breakfast cereal, tofu, yogurt, whole grain or whole grain-rich foods, etc.
 - d. Product information for combination foods that contain more than one food component (i.e. meat and grain), child nutrition labels or product formulation statements for commercially prepared items (i.e. chicken nuggets, fish sticks, ravioli, meatballs, etc.), and standardized recipes for in-house prepared dishes (i.e. chicken noodle casserole).
11. Proposer must be able to meet special meal requirements to meet ethnic or religious needs or dietary modifications for children with special physical or medical needs when accompanied by a physician's note, which may or may not include any and all modifications according to the Americans with Disabilities Act Amendments Act of 2008. Proposer must be able to provide consistent vegetarian meal options at sites when requested in advance.
12. Proposer must be able to accommodate requests for regular bagged lunches for field trips. These meals will also have to meet the menu requirements and food safety guidelines under the appropriate jurisdictions. Fieldtrip lunches will need to be delivered to the site early on the morning they are needed or delivered the business day prior to when field trip meals are needed. Competitive proposals will be able to deliver fieldtrip meals prior to the departure of their fieldtrip (typically between 7am-10am). DCYF will inform Proposer well in advance of these requests. Fieldtrips meals are requested by sites everyday of summer program and accounts for upwards of 13% of all lunches served.
13. Delivery receipts must be prepared by the Proposer at a minimum in three *copies*: one for the Proposer (to keep for CDE audits), one for DCYF (Proposer to submit in a timely matter for review alongside with monthly invoices to DCYF), and one for the feeding site personnel to remain on-site). Delivery receipts must be itemized to show the number of meals of each type delivered to each site, meal components corresponding to each meal type, time and temperature meals left preparation site and time and temperature when delivered to feeding site. Designees of each site will check accuracy of delivery records and adequacy of meals before signing the delivery receipt. Invoices will be accepted by DCYF only if they accurately represent the delivery receipts, signed by the feeding sites designee at the site.

SECTION 3: SFSP/CACFP REQUIREMENTS

14. Proposer will maintain food preparation records for three years after the program year of the ending contract. Information must include receipts, invoices, or other evidence that meals met SFSP Meal Pattern.
15. The books and records of the Proposer, pertaining to this contract, will be available for a period of three years from the date the agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for investigation and audit by representatives of CDE, representatives of the USDA, the agency and the Controller General of the United States at any reasonable time and place.
16. Proposer will have to provide sourcing data on fresh produce, meat poultry, fish, eggs, bread and dairy products, according to applicable Federal, State, and City regulations.
17. Proposer will make its preparation, production and transportation sites available for USDA, CDE, DCYF and all state and local health inspections at any time during this contract period. In addition, Proposer may need to submit standards of procedures for safe food handling, transportation and other relevant documents as requested.
18. Proposer will always promptly contact designated DCYF staff in case of an emergency when meals cannot be delivered or staff is not available at a site to sign for the food. Food will never be left unattended at a site.
19. Proposer will not subcontract with any other company for the total meal, milk or without milk, the meal assembly or meal delivery.
20. Proposer must provide all services at a price point reasonable to the quality of their service in comparison to the current USDA reimbursement rates. DCYF will pay the Proposer for all meals prepared and delivered in accordance with SFSP contract regulations.
21. Contract price may be increased on an annual basis as evidence by the percentage changes in the USDA reimbursement rates and in comparison to the Consumer Price Index for all urban consumers based on food eaten away from home - specific to the San Francisco Bay Area Region. Changes in price cannot exceed CPI data percent increases plus 2%. The Proposer agrees to consult with the Agency regarding any unsuspected or unforeseen circumstances that may result in modification to the originally agreed upon cost per meal (for fixed-price contracts only) contract at the time of execution (based year or optional renewal years). Should it become necessary to implement a price adjustment, the Proposer agrees to support the action by an appropriate standard or cost index (i.e. Consumer Price Index).
22. Proposer will be able to provide a Bid Bond at the time of proposal submission and a Performance Bond within 10 days of being selected as the approved Proposer for this RFP. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570. A Bid Bond not included in Proposer's proposal at the time of submission will be rejected.

SECTION 3: SFSP/CACFP REQUIREMENTS

CHILD AND ADULT CARE FOOD PROGRAM (CACFP) – MINIMUM REQUIREMENTS FOR SCHOOL YEAR SUPPERS AND SCHOOL YEAR SNACKS

The selected applicant will have a proven record of accomplishment of providing and delivering unitized meals that meet USDA Child Nutrition Program nutritional and food safety requirements. DCYF expects all Proposers to have proven high quality services and guarantee the professional and cultural competency of all their employees and consultants.

1. It is expected that the agency we contract with will have a minimum of 2 years recent experience preparing and delivering food for a USDA Child Nutrition Program (i.e. National School Lunch Program, Summer Food Service Program, Child and Adult Care Food Program, etc.).
2. Proposer must have a current state or local health certification for the facility where meals are prepared and held before delivery/consumption. **A copy of this certification must be included with the RFP proposal.** Proposer will need to maintain their state or local health certification throughout their contract and submit to DCYF when requested.
3. Proposer should have existing internal and external systems of record keeping around food procurement, menu development, food evaluations, staff communications regarding orders and routing systems, etc.
4. Proposer will commit time, facilities and quality staff to accommodating the needs of the Child and Adult Care Food Program (school-year suppers and school-year snacks) with DCYF during the months of August through June beginning August 2025. Proposer should also be available for preparation and consultation meetings with DCYF both before and after the program (typically July-June).
5. Meals must conform to the cycle menus, quality standards, and food specifications approved by the CDSS according to the USDA CACFP requirements stated in 7 CFR Part 226. You may find more details by visiting USDA Food Nutrition Services website at: <https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-226>. Proposer must always meet the current regulations (including any changes or updates to the meal pattern requirements over the course of the contract). Changes include but are not limited to the Final Rule - Child Nutrition Programs: Meal Patterns Consistent With the 2020-2025 Dietary Guidelines for Americans (Attachment 13).
6. Proposer must ensure that they are meeting all health and sanitation requirements including but not limited to health codes under California, City and County of SF, and their local jurisdiction. Proposer must ensure they are meeting health and sanitation requirements at all times.
7. Proposer must ensure that the meal preparation site and transportation units are periodically inspected to determine bacteria levels. Proposer will promptly submit results of the inspections to DCYF, SF Dept. of Public Health and CDSS.
8. All books and records of the Proposer must be made available to DCYF, CDSS or the Federal Office of Inspector General (OIG) at any reasonable time and place for a period of three years from the date of receipt of final payment under the contract or until all audit issues are resolved.

SECTION 3: SFSP/CACFP REQUIREMENTS

9. Proposer will have the capacity to prepare the following meals, hold them at temperatures within food safety guidelines, and deliver those meals in a timely fashion. Proposer may also proposed an alternate of delivering meals (i.e. sites picking up snacks from a central location for those participating in snack only) as long as it follows food safety guidelines (Attachment 12)
10. In addition to meeting USDA requirements, Proposer will seek to use the highest quality fresh, natural, local and sustainable ingredients available within the price point. Proposer will also seek to provide products that are whole grain, low sodium, low fat, low/no added sugars, and free of trans fats within the price point. Proposer must include the procedures for formal purchase.
11. Proposer will provide leak-proof packaging that adheres to the San Francisco Environmental Code, Chapter 16: https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_environment/0-0-0-1426
12. Proposer agrees to forfeit payment for meals that are not complete such as when items are missing or not unitized.
13. Proposer agrees to forfeit payment for meals that are not ready within one hour of the agreed upon delivery time.
14. Proposer agrees to forfeit payment for meals that are spoiled, unwholesome at the time of delivery, or do not meet CACFP meal requirements.
15. In case of nonperformance or noncompliance on the part of the Proposer, the Proposer shall pay DCYF for any excess costs the agency incurs by obtaining meals from another source. DCYF may also require Proposers to pay a fee for nonperformance issues.
16. Proposer understands that neither CDSS nor USDA assumes liability for payment of any differences between the number of meals delivered by the Proposer and the number of meals served by DCYF that are eligible for reimbursement.
17. Proposer will provide a Bid Bond in the amount of 5% of the estimated contract price. Proposer that does not include a bid bond with their proposal will be considered unresponsive and will be rejected. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.
18. Proposer will provide DCYF and CDSS with a performance bond within 10 days after being awarded the contract. The performance bond will be in the amount of 10% of total contract amount as CDSS will determine. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570.

CACFP – SCOPE OF WORK FOR SCHOOL YEAR SUPPERS AND SCHOOL YEAR SNACKS

SECTION 3: SFSP/CACFP REQUIREMENTS

FOOD VENDOR CONTRACT WILL INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING WORK:

1. All meals furnished for DCYF's CACFP program under this contract must meet or exceed United States Department of Agriculture requirements set out in CACFP meal pattern requirements. All yields of cooked and uncooked products will conform to yields identified in the USDA Food Buying Guide. For more information, please visit USDA Food Nutrition Services at: <https://www.fns.usda.gov/tn/food-buying-guide-for-child-nutrition-programs>
2. Meals will be prepared and packaged daily by the Proposer's personnel. Each site will receive a specified number of unitized meals, which will include milk (1% or non-fat), utensils and condiments. Proposer must have the capacity to procure, prepare and deliver these meals (Attachment 12)
3. The Proposer will be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating must be provided during transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state and local health codes. Temperature of food must be maintained at 41 or below (for refrigeration) and above 135 (for heated meals) during transport and for on-site holding. Competitive proposals will have equipment for sites with no reheating and/or holding equipment for 10 sites.
 - a. On site holding means *leaving* heating and cooling equipment such as electric cambros, ice chests (with ice) or steam tables. DPH will be using temperature as a public health control and will not accept thermal bags but will accept hard-shelled thermal containers with ice in them.
4. Meals will be delivered (or proposed alternate solution) and unloaded at the designated site daily by the Proposer's personnel at each of the 35-45 school year locations at times verified in advance with DCYF. Competitive proposals will be able to deliver meals during typical non-school based afterschool program hours.
5. DCYF will reserve the right to add or delete feeding sites at any time, but sites will not exceed 45 during the school-year. A timeline for changes will be agreed upon by the Proposer and DCYF prior to contract. Any change in transportation cost that occurs as a result of adding or removing sites will be negotiated and noted in the modification. The Proposer's invoice will show the cost as a separate item for those sites.
6. Proposer must provide at least the number of meals ordered. Counts of meals will be made by site staff at all feeding sites before meals are accepted. Damaged, incomplete, noncompliant or non-utilized meals will not be reimbursed by DCYF.
7. DCYF are to order meals Wednesday of the week preceding the week of delivery (or different if mutually agreed upon between parties of this contract). Orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each site and each type of meal. DCYF reserves the right to increase or decrease the number of meals ordered on a 48-hour notice via email (or less if mutually agreed upon between the parties to this contract).

SECTION 3: SFSP/CACFP REQUIREMENTS

8. Proposer will provide management supervision at all times to meet state and local requirements. Proposer will maintain constant quality control inspections to check for temperature control, portion size, appearance, packaging, and quality of products.
9. Proposer will provide meals of quality standards as bid. Proposer will furnish meals for DCYF 5 days a week in accordance with the 21-day menu cycle they propose (Attachment 5b), which will adhere to USDA Meal Requirements. The menu cycle should include a variety of healthy, fresh and culturally diverse entrees and sides. Proposers may propose hot meals, cold meals or a combination of both; competitive proposals include two to three hot meals per week.
10. Proposer agrees to provide all requested documentation to DCYF, prior to or at the time of the scheduled delivery or pick-ups, including but not limited to the following:
 - a. Dated menus for all meals/snacks. The menus must specify each food item that meets the meal pattern requirements, type of milk, foods that are whole grain or whole grain-rich, names of breakfast cereal, etc.
 - b. Documents that include the numbers of meals provided and delivered, specific foods provided to meet all required meal pattern requirements, serving size information for each food item, and the total quantities of all foods
 - c. Product information detailing the packaging, nutrition facts label, ingredients for items (if served) such as breakfast cereal, tofu, yogurt, whole grain or whole grain-rich foods, etc.
 - d. Product information for combination foods that contain more than one food component (i.e. meat and grain), child nutrition labels or product formulation statements for commercially prepared items (i.e. chicken nuggets, fish sticks, ravioli, meatballs, etc.), and standardized recipes for in-house prepared dishes (i.e. chicken noodle casserole).
11. Proposer must be able to meet special meal requirements to meet ethnic or religious needs or dietary modifications for children with special physical or medical needs when accompanied by a physician's note, which may or may not include any and all modifications according to the Americans with Disabilities Act Amendments Act (ADAAA) of 2008. Proposer must be able to provide consistent vegetarian meal options at sites when requested in advance.
12. Proposer must be able to accommodate requests for regular bagged suppers for field trips. These meals will also have to meet the menu requirements and food safety guidelines under the appropriate jurisdictions. Supper field trip will need to be delivered to the site at a potentially different time but on the same day than normally requested. DCYF will inform Proposer well in advance of these requests. Fieldtrip meals usually occur during special occasions such as winter/spring break.
13. Delivery receipts must be prepared by the Proposer at a minimum in three *copies*: two for the Proposer (to keep for CDSS audits and one to submit in a timely matter for review alongside with monthly invoices to DCYF), and one for the feeding site personnel (one to remain on-site). Delivery receipts must be itemized to show the number of meals of each type delivered to each site, time and temperature meals left preparation site and time and temperature when delivered to feeding site.

SECTION 3: SFSP/CACFP REQUIREMENTS

Designees of each site will check accuracy of delivery records and adequacy of meals before signing the delivery receipt. Invoices will be accepted by DCYF only if they accurately represent the delivery receipts, signed by the feeding sites designee at the site.

14. Proposer will maintain food preparation records for three years after the program year of the ending contract. Information must include receipts, invoices, or other evidence that meals met CACFP Meal Pattern.
15. The books and records of the Proposer, pertaining to this contract, will be available for a period of three years from the date the agency submits to CDSS the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for investigation and audit by representatives of CDSS, representatives of the U.S. Department of Agriculture, the agency and the Controller General of the United States at any reasonable time and place.
16. Proposer will have to provide sourcing data on fresh produce, meat poultry, fish, eggs, bread and dairy products, according to applicable Federal, state, and City regulations.
17. Proposer will make its preparation, production, and transportation sites available for USDA, CDSS, DCYF and all state and local health inspections at any time during this contract period.
18. Proposer will always promptly contact designated DCYF staff in case of an emergency when meals cannot be delivered or staff is not available at a site to sign for the food. Food will never be left unattended at a site.
19. Proposer will not subcontract with any other company for the total meal, with or without meal, the meal assembly or meal delivery.
20. Proposer must provide all services at a price point reasonable to the quality of their service in comparison to the current USDA reimbursement rates. DCYF will pay the Proposer for all meals prepared and delivered in accordance with CACFP contract regulations. Contract price may be increased on an annual basis as evidence by the percentage changes in the USDA reimbursement rates and in comparison to the Consumer Price Index for all urban consumers based on food eaten away from home - specific to the San Francisco Bay Area Region. Changes in price cannot exceed percent CPI data percent increases plus 2%. The Proposer agrees to consult with the Agency regarding any unsuspected or unforeseen circumstances that may result in modification to the originally agreed upon cost per meal (for fixed-price contracts only) contract at the time of execution (based year or optional renewal years). Should it become necessary to implement a price adjustment, the Proposer agrees to support the action by an appropriate standard or cost index (i.e. Consumer Price Index)
21. Proposer will be able to provide a Bid Bond at the time of proposal submission and a Performance Bond within 10 days of being selected as the approved Proposer for this RFP. Bid and performance bonds can only be obtained from surety companies contained in the Treasury Circular 570. A Bid Bond not included in Proposer's proposal at the time of submission will be rejected.

SECTION 4: PROPOSAL EVALUATION CRITERIA

SECTION 4: PROPOSAL EVALUATION CRITERIA

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Written Proposal	25 Points
Price Proposal	30 Points
Oral Interviews	25 Points
Taste Test	20 Points
TOTAL POINTS	100

SECTION 5: MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED (PASS/FAIL)

SECTION 5: MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED

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

MQ #	Description
MQ #	Completed Attachment 1, Proposer Coversheet, Questionnaire, and References
MQ #	Completed Attachment 2, Proposer’s Written Proposal
MQ #	Completed Attachment 3, Proposer’s Price Proposal
MQ #	Completed Attachment 4a and 4b, Meal Pattern Certification for SFSP and/or CACFP
MQ #	Completed Attachment 5a and 5b, Proposed 11-day menu cycle for SFSP and/or proposed 21-day menu cycle for CACFP
MQ #	Completed Attachment 6, Independent Price Determination, Lobbying, No Sanctions (Debarment and Suspension), and Drug Free Workplace Certification
MQ #	Completed Attachment 7, General Provisions for Contracts Exceeding \$250,000 and Clean Air/Water and Energy Policy Certification
MQ #	Evidence that Proposer has two years of experience within the last three years providing the services requested by this Solicitation
MQ #	Current state or local health certification for the facility where meals are prepared and held before delivery/consumption
MQ #	Current standards of procedures (SOP) for safe food preparation, handling, and transportation
MQ #	Bid bond in the amount of 5% of the bid amount

SECTION 6: WRITTEN PROPOSAL EVALUATION CRITERIA (25 POINTS)

SECTION 6: WRITTEN PROPOSAL EVALUATION CRITERIA

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth in Attachment 2, Written Proposal Template.

SECTION 7: PRICE PROPOSAL EVALUATION CRITERIA (30 POINTS)

SECTION 7: PRICE PROPOSAL EVALUATION CRITERIA

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Price Proposal consisting of each item set forth in Attachment 3, Price Proposal Template.

Funds are a fixed price and must be used for specific program purposes.

Price Proposal Evaluation Period

The City will attempt to evaluate Price Proposals within one-hundred eighty (180) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

Price Discrepancies

Where applicable, if there is a discrepancy between the Price Proposal and pricing entered by Proposer into the Supplier Portal, the Price Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

SECTION 8: ORAL INTERVIEWS AND TASTE TESTING (45 COMBINED POINTS)

SECTION 8: ORAL INTERVIEWS AND TASTE TESTING

The Evaluation Panel will hold oral interviews with Proposers that have met the Minimum Qualifications. Prior to Oral interviews, the City will send a letter to each Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers' key/lead team members and to exclude, for example, sub-consultants on multiple teams. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposers' and key/lead team members' qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposer's responses is necessary. The same set of interview questions will be used for all Proposers and shall be presented to Proposers at least three days prior to the date of interview to allow Proposers sufficient time to prepare their responses. The Evaluation Panel may ask follow-up questions if clarification of Proposer's responses is necessary. The Evaluation Panel will proceed to evaluate each Proposer based on each Proposer's presentation and responses.

The evaluation panel will taste and score each Proposer's sample menu. The evaluation panel will be made up of experienced members of the nutrition/school-food and food safety industry.

The sample menu must be prepared and delivered as proposed in their RFP. A sample menu will also include a hot, cold, and/or fieldtrip items for meat and meat alternative for all proposed meal types under SFSP and/or CACFP. The evaluation panel is responsible for grading the sample menu based on:

- Appearance
- Food presentation/packaging
- Food quality
- Taste, menu items appealing, meets USDA meal requirements (nutritious, whole grains, fresh fruits and vegetables)
- Variety of menu items
- Degree in which Proposer offers an array of variety of menus (hot, cold, and fieldtrip meals) and
- Degree in which Proposer offers a variety of nutritious & culturally diverse foods. Culturally diverse foods is defined as foods that represents a variety of a population's food preferences, which may include a variety of ethnic foods, vegetarian/vegan, gluten-free and dairy-free options.

SECTION 9: SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION

SECTION 9: SUPPORTING DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION

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

RSD #1	Evidence that Proposer is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
RSD #2	<p>Completed Proposal Attachments:</p> <input type="checkbox"/> Attachment 8: HCAO and MCO Declaration Forms <input type="checkbox"/> Attachment 9: First Source Hiring Form
RSD #3	<p>Non-Profit Entities: If Proposer is a non-profit organization and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds:</p> <p>(1) a statement describing Proposer’s efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and</p> <p>(2) a summary and disposition of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect.</p> <p><i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the Proposal and/or termination of any subsequent agreement reached on the basis of the Proposal.</i></p>
RSD #4	Performance Bond obtained from a surety company listed in the current Department of the Treasury Circular 570
RSD #5	Debarment Suspension (Form ID: CPU 18a)
RSD #6	Lobbying Certification (Form ID: CPU 18b)
RSD #7	Drug Free Workplace (Form ID: CPU 18c)
RSD #8	Offer vs. Serve (OVS) (Form ID: CPU 18d)
RSD #9	Equal Employment Opportunity (Form ID: CPU 18e)

SECTION 10: FAILURE TO PROVIDE INSURANCE AND/OR BONDS

SECTION 10: FAILURE TO PROVIDE INSURANCE AND/OR BONDS

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

SECTION I I: CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

SECTION I I: CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City (“Social and Economic Policy Requirements”). These Social and Economic Policy Requirements can be found in Attachment 10, City’s Contract Terms, which Proposers are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

1. **Nondiscrimination Requirements**

A Proposer selected pursuant to this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. *Refer to Attachment 10, City’s Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.*

2. **Health Care Accountability Ordinance (HCAO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121. For each Covered Employee, the awarded Proposer shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Proposer chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Article 121, as well as the Health Commission’s minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Proposer is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Proposer shall require any Subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. *Refer to Attachment 10, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

3. **Minimum Compensation Ordinance (MCO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Proposer shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Proposer is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Proposer is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. *Refer to Attachment 10, City’s*

SECTION I I: CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

4. **First Source Hiring Program**

A Proposer selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer to Attachment 10, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

5. **Non-Profit Entities**

To receive a contract under this Solicitation, any nonprofit Proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Proposer will use any nonprofit subcontractors to perform the agreement, Proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

6. **Other Social Policy Provisions**

Attachment 10, City's Contract Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

SECTION 12: ASSURANCE OF CIVIL RIGHTS COMPLIANCE

SECTION 12: ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Vendor and Agency hereby agree that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program Applicant by USDA. This

SECTION 12: ASSURANCE OF CIVIL RIGHTS COMPLIANCE

includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash

assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Vendor and Agency agree to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Vendor and Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Vendor and Agency.

SECTION 13: TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

SECTION 13: TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

HOW TO REGISTER AS A CITY SUPPLIER

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

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

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

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit the online 12B Declaration for Article 131 (Equal Benefits Program) compliance through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: www.sfgov.org/cmd.

PROPOSAL QUESTIONS AND SUBMISSIONS

I. Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on Page 6 of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on Page 6 of this Solicitation no later than Written Questions Due Date.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

2. Proposal Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a 12-point font. The document must use 8.5" by 11" paper with page margins of at least 1" on all sides. Submissions must include one (1) single-sided original and five (5) doubled-sided copies. Information must be

SECTION 13: TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

3. Time and Place for Submission of Proposals

Prior to the Proposal submission deadline, Proposers must submit their Proposals following the guidelines described on Page 6 of this Solicitation. Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

Proposers are encouraged to submit their Proposals as early as possible to address any technical issues that may arise during the submission process. In the event a Proposer is unable to submit its complete Proposal due to technical issues, Proposer must email the Contract Administrator whose name and contact information appear on Page 6 this Solicitation prior to the Proposal submission deadline with the following information: (a) documentation (e.g. screenshots) verifying its inability to submit its Proposal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

RFP ADDENDA

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

PUBLIC DISCLOSURE

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All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

LIMITATION ON COMMUNICATIONS DURING SOLICITATION

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

PROPOSAL SELECTION SHALL NOT IMPLY ACCEPTANCE

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

SOLICITATION ERRORS AND OMISSIONS

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

SECTION 13: TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

OBJECTIONS TO SOLICITATION TERMS

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

PROTEST PROCEDURES

1. Protest of Non-Responsiveness Determination

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

2. Protest of Non-Responsible Determination

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

3. Protest of Contract Award

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

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name

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and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

PROPOSAL TERM

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

REVISION TO PROPOSAL

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

PROPOSAL ERRORS AND OMISSIONS

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

FINANCIAL RESPONSIBILITY

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

PROPOSER'S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

- I. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and

SECTION 13: TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100 or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

RESERVATIONS OF RIGHTS BY THE CITY

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

NO WAIVER

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

OTHER

SECTION 13: TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
 - a. Any condition set forth in this Solicitation;
 - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
 - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.