



SAN FRANCISCO HEALTH SERVICE SYSTEM

Affordable, Quality Benefits & Well-Being

REQUEST FOR PROPOSALS FOR First Responder Wellness Resources Application

RFPQ#HSS2022.W7

CONTACT: patrick.chang@sfgov.org; cc: michael.visconti@sfgov.org

Background: The San Francisco Health Service System (SFHSS) executes all process phases related to benefit operations and administration of benefits for approximately 136,000 individuals, including both active and retired employees of the City and County of San Francisco, the San Francisco Unified School District, the Community College of San Francisco, and the San Francisco Superior Court, and their covered dependents (Members).

Purpose: SFHSS requests a mobile wellness application customizable by SFHSS for our first responder population and their families, including police officers, fire department personnel (including EMT's & Paramedics), sheriff's deputies, and 911 operators. The application will provide access to mental health and well-being information, including, but not limited to, locations of City and departmental services and staff, wellness resources (articles, videos), contact information for approved mental health clinicians, and self-assessments, and allow for push-notifications for each department. Access will be through a single sign-on (not unique to any individual user, but unique to each department) and will not retain or track any HIPAA-protected user information.

Anticipated Contract Term: December 1, 2022 – March 31, 2023 (Development); May 1, 2023 (Application Go-Live); May 2, 2023 - June 30, 2023 (Post-Go-Live support) ¹

Anticipated Budget: \$64,500 - \$135,500 (December 1, 2022 – June 30, 2023) ²

Subcontracting/Sub-consulting Requirement: The City strongly encourages responses from qualified Local Business Enterprises (LBEs). Pursuant to Admin Code Chapter 14B rating bonuses will be in effect for any Respondents who are certified as a Small- or Micro-LBE. See <https://sfgov.org/cmd/>.

Requirement to be an Approved Supplier: All respondents to this RFP must certify to become an Approved Supplier within ten (10) days of award or selection by SFHSS. This includes completing a 12B Equal Benefits Declaration. Respondents to this RFP should review the Approved Supplier and 12B process prior to bidding: <https://sfcitypartner.sfgov.org/pages/index.aspx>, as well as the City's prohibition on contracting with vendors headquartered in or providing services from states that allow discrimination against LGBTQA+ individuals, states with restrictive abortion laws, or states with restrictive voting laws: <https://sfgsa.org/chapter-12x-state-ban-list>.

Schedule:

RFP Issued

9/26/2022

Deadline for RFP Questions

10/7/2022 (2PM PT)

Deadline for Proposals

11/4/2022 (2PM PT)

Notice of Intent to Award

12/01/2022*

Contract Start Date

12/15/2022*

*dates subject to change

RFP Questions and Communications:

To ensure fair and equal access to information about this RFP, any and all communications must be directed **via email** to patrick.chang@sfgov.org; cc: michael.visconti@sfgov.org.

Unauthorized communications may be cause for disqualification and rejection of Proposal(s). Questions must be in writing and received by the Deadline for RFP Questions. No questions will be accepted after this time with the exception of City Supplier questions.

¹ Three (3) one-year options to extend up to June 30, 2026 for ongoing as-needed support, updates and maintenance (budget to-be-determined). With additional budgeting as appropriate for the additional term and covered services.

² \$200,000 is the minimum competitive amount under the SF Administrative Code, Chapter 21 as of 7/1/2022. SFHSS is including an additional five percent (5.0%) for contingencies.

1. Introduction

1.1 The San Francisco Health Service System

1.1 The San Francisco Health Service System.

The San Francisco Health Service System (SFHSS) is dedicated to preserving and improving sustainable, quality health benefits and to enhancing the well-being of employees, retirees and their families (referred to collectively as “Members” by SFHSS).

SFHSS serves employees and retirees from four participating employer groups, as well as their dependents: the City & County of San Francisco, the San Francisco Unified School District, City College and the San Francisco Superior Court.

1.1.2. SFHSS Member Population.

SFHSS executes all process phases related to benefit operations and administration of non-pension benefits (including health, dental and vision)³ and manages well-being services for and outreach to approximately 47,000 employees, 36,000 retirees and 53,000 dependents (totaling over 136,000 covered Member lives) in accordance with The City and County of San Francisco Charter §§ 12.200-12.203 and A8.420-A8.432, and San Francisco Administrative Code §§ 16.700-16.703.⁴

1.2 The SFHSS Well-Being Division

1.2.1. SFHSS Well-Being Division.

SFHSS supports all Members with a comprehensive in-house well-being program and dedicated well-being staff (the “Well-Being Division”). Partnerships with our current health plans and health benefit vendors are integral to the success of the Well-Being Division and SFHSS well-being programs. The Well-Being Division has several core functions, including:

³ Non-pension benefits are comprised of health, dental and vision benefits, as well as certain additional benefits made available to SFHSS Members. Retirees are classified as either eligible for Medicare (Medicare Retirees) or ineligible (Non-Medicare Retirees).

⁴ <https://sfgov.org/services/sf-municipal-codes>

- a) providing an in-house, full-spectrum, Employee Assistance Program (EAP), staffed by City employees who are licensed clinicians,
- b) developing employee health and well-being communities and expanding department-level health and well-being buy-in,
- c) coordinating retiree health and well-being programs,
- d) administering healthy behavior campaigns and challenges, and
- e) promoting targeted health interventions and activities including diabetes prevention programs, healthy habit programs, flu vaccine clinics, health screenings, seminars, coaching, and group exercise classes.

1.2.2. Our Response to COVID.

In response to COVID and to provide added support for City employees and in particular, City frontline workers (e.g., first responders, frontline medical staff, 911 operators), SFHSS partnered with three (3) organizations with mental health and well-being expertise, beginning in April 2020:

- a) ComPsych Corporation (an experienced, high-quality provider of EAP support, to back-up our existing in-house SFHSS Employee Assistance Program or EAP counselors);
- b) Cordico Inc. (a mobile mental health and wellness application for first responders and frontline service providers); and
- c) CredibleMind, Inc. (an integrated population-based mental health resource platform for all employees, retirees and their dependents over the age of 18).

1.2.3. Approximate First Responders Populations as of January 1, 2022.

	Sworn Officers / Firefighters/ EMTs / Paramedics / Deputies / Cadets / Dispatchers	Additional Employees	Spouses / Domestic Partners
Police	2,200	500	100
Fire	1,800	80	890
Sheriff	895	116	472
Emergency Management/911	158	110	1,296

1.2.4. Providing Ongoing support for First Responders.

In accordance with the requirement of the San Francisco Administrative Code:

- a) SFHSS issued RFPQ#HSS2021.W4 (Employee Assistance Program (EAP) Services for City Employees and Mental Health Services for First Responders of the City and County of San Francisco) on May 19, 2021 to expand upon the success of the services provided by ComPsych (RFP Section 1.2.2 (i), above).⁵
- b) SFHSS issues this RFP to continue providing a mobile health and wellness application for first responders and frontline service providers.⁶

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⁵ Pursuant to the San Francisco Administrative Code, Chapter 21, due to a material modification and expansion of the scope of the original RFP (issued March 30, 2020) that resulted in an agreement with ComPsych on April 21, 2020, a second RFP was required.

⁶ San Francisco Administration, Section 21.5(e) [Contracts involving a pilot project with a term not to exceed two years; provided, however, that any further procurement beyond the pilot project phase shall be subject to all applicable competitive procurement requirements.]

2. Scope of Work

This scope of work shall serve as a summary to the work SFHSS expects to be performed by the selected Contractor. It is not a complete listing of all services that may be required. The selected vendor will work closely with the SFHSS Well-Being Division and the SFHSS Communications Division, as well as representatives from the Public Safety Working Group.⁷ This vendor will be managed directly by the SFHSS Well-Being Division with collaboration from the Public Safety Working Group and will be expected to meet on a bi-monthly basis, once with SFHSS and once with SFHSS and the Public Safety Working Group.

Pursuant to Section 3 of the RFP, an evaluation panel will review and score timely-submitted, responsive proposals that meet the minimum qualifications to bid. SFHSS will select the highest-rated and qualified respondent.

2.1 Mobile Health and Wellness Application

2.1.1 Goal of Mobile Health and Wellness Application.

The City and County of San Francisco's first responders face considerable and unique daily challenges. For this population of employees, and for their dependents, including spouses and domestic partners, SFHSS seeks to continue to provide real-time access to mental health and well-being resources. Since May 2020, SFHSS has accomplished this goal with a mobile health and wellness application available to be downloaded to a first responder's smartphone (as well as the smartphones of their dependents). The application was developed by Cordico, Inc. (now Lexipol LLC) [<https://www.lexipol.com/>] and unique versions of the Cordico application, customized for four (4) City departments, Police, Fire, Sheriff's, and the Department of Emergency Management (*i.e.*, emergency dispatchers/911 operators), are currently in place.

2.1.2 Key Requirements of Respondent Mobile Health and Wellness Application.

Each Respondent to this RFP is asked to submit a proposed mobile health and wellness application ("Application") to allow SFHSS to continue providing mobile access to health and well-being resources for the City's first responders and their dependents.

⁷ SFHSS has been partnering with certain Departments critical to serving and safeguarding the public and responding to critical incidents, including principally, the San Francisco Police Department (POL), the San Francisco Fire Department (FIR), San Francisco Sheriff's Department (SHF) and Department of Emergency Management (DEM) (collectively, the "Public Safety Working Group"). As a result of this RFP, additional members of this group may include the Department of Public Health (DPH). Our combined goal is to better align well-being and mental health support and services for first responders and frontline personnel and establish a single, collaborative, long-term strategic partnership.

The Application should possess the following features or characteristics, or provide a solution that accomplishes the same goal(s) and/or meets similar requirement(s):

- a) Anonymity and privacy for Application users (e.g., a single username and password/sign-on for all users from a given department, whether the user is a first responder or dependent of a first responder).
 - i. Please note that the current solution provided by Cordico, Inc. accomplishes this with four (4) unique applications, both for iOS and Android (eight [8] applications in total).⁸
 - ii. This non-user-specific solution limits the need for SFHSS and Cordico Inc. to provide user support for forgotten usernames and passwords.
- b) No ability for a user to upload, or the Application to store or track, any HIPAA-protected information, user activity, location or voice, on or through the Application.⁹
- c) The Application shall be free of any and all third-party advertisements and promotions.
- d) The Application must be customizable for each of the four departments, including unique content, resources and support. This may include department specific branding (e.g., a logo or header).
 - i. Respondents should note that certain modules in the current Cordico applications are identical or nearly identical across all four departments.
 - ii. Other modules within the current Cordico applications are unique to a specific department, or the module has unique information and resources listed within it for a specific department.
 - iii. Updates, push notifications, and customizations must be able to be performed within a reasonable amount of time and through a structured prioritization process (including, but not limited to, prompt response and resolution for urgent and time-sensitive matters and content) which shall be described in each Respondent's proposal.
- e) *The remainder of this page intentionally left blank*
The Application must be available in iOS and Android platforms.

⁸ For example, Police (POL) <https://www.cordico.com/san-francisco-police-department/>, and Fire (FIR) <https://www.cordico.com/san-francisco-fire-department/>.

⁹ Including but not limited to Protected Health Information (PHI) and Personally Identifiable Information (PII) as defined by HIPAA (Health Insurance Portability and Accountability Act. Pub. L. No. 104-191, § 264, 110 Stat.1936) Regulations, including but not limited to the HIPAA Privacy Rule, and the HITECH Act, 45 CFR Part 160 and Subparts A and E of Part 164.

- i. Please see item (i), above, regarding having two (2) applications, one for iOS and one for Android compared to having up to eight (8) applications, one for each department for both iOS and Android.
- f) The following legacy content and features, present in the current solution from Cordico Inc., must be transferable to, or able to be replicated by, a Respondent's proposed Application:

- i. List of Resources, Information, Contact Information, Locations.

- 1) *Peer Support Staff and Counselors.* SFHSS provides users with the names, photographs (if available), contact information and brief biographies for a defined community of peer support and behavioral health counselors (e.g., critical incident response team, behavioral science unit, stress unit, behavioral health unit counselors and support staff, chaplains, and SFHSS EAP Counselors).

The Application will reduce barriers to contacting or navigating to a selected Peer Support Staff member, counselor, or location (e.g., a phone number can be selected by the user, and the user is redirected to the smartphone's telephone application; or if an address is selected by the user, the user is redirected or given the option to select a navigation application or preferred webpage on their phone, such as Apple Maps, Google Maps, or a First Responder webpage: <https://sfhss.org/first-responder-resources>).

- 2) *City Resources.* SFHSS provides users with a list of City Department locations providing mental health and well-being support, including stations or offices such as police and fire stations, departments headquarters, human resources departments, and key administrative offices. City Resources include key personnel, their contact information, photographs (if available), and brief biographies.

The Application will reduce barriers to contacting or navigating to a selected City Resource (see above), and the selected vendor will agree to regularly work with the City to ensure any and all Application content is accurate and up-to-date, including:

- City Resources;
- workplace accommodations and/or rights that employees are legally eligible for;

- other pertinent information as the City may determine from time to time.

3) *Therapist Network/Clinician Resources*. SFHSS provides users with a list of Department-approved mental health clinicians. Users can access their contact information, photographs (if available), location, format with which services are provided (e.g. Telehealth and in-person), if they are a Worker's Compensation provider, insurance accepted, and brief biographies, if applicable.

The Application will reduce barriers to contacting or navigating to a selected Mental Health Clinician (see above) with a user-friendly solution that incorporates, but is not limited to, these and other pertinent information as the City may determine from time to time.

- ii. Emergency Mental Health. A feature that allows a user to connect to mental health services 24/7 (e.g., the user selects a phone number, and the Application immediately redirects the user to the smartphone telephone application). Examples include but are not limited to, National Suicide Crisis Line, The Hotline (for domestic violence), first responder specific crisis lines.
- iii. Self-Assessment Tools. SFHSS' current solution through Cordico includes voluntary assessment tools for members related to PTSD, depression, anxiety, sleep disorders, compassion fatigue, alcohol and/or drug use disorder, anger, suicide risk and relationship programs (personal, family, professional). SFSS requests each Respondent to provide its available and validated self-assessment tools for review as part of its proposal.
- iv. Wellness Resources. Respondent will provide resources, media and collateral that support or encourage employee wellness. This may include videos and articles. The current solution includes videos and resources such as guided meditations, articles, yoga, and sleep aids/recordings and collateral such as posters and flyers. SFHSS may also include links to SFHSS-created or owned content.

The subject-matter of wellness resources should be relevant to first responder populations and their dependents, including domestic partners and spouses. This may include, but is not limited to, moral injury, peak performance, grief and loss, goal setting, healthy habits, healthy heart, depression, critical incidents, coping, burnout, anxiety, anger management, marital health, relationships, stress first aid, getting

support and giving support, and providing care for elderly family members.

Respondents should identify the source of wellness resources and how wellness resources are reviewed and validated, including by whom (e.g., names, organizations, areas of subject-matter expertise or certifications such as LMFT, LCSW, LPCC, PsyD, PhD, or MD) and how often (e.g., monthly, quarterly, annually).

All content should be original to the vendor and available for presentation to SFHSS for review and approval if selected as a result of this RFP. However, content that has been adapted from other sources must also be reviewed and approved by SFHSS. Any unapproved content must be able to be removed from the application or disabled for use by City users.

Samples or summaries of Respondent's Wellness Resources may be presented as part of the proposal. Respondent may mark these materials Confidential, pursuant to RFP Section 3.4.1 (subsection "Confidentiality").

- v. Push Notifications. The Application will provide SFHSS the ability to send notification to all users as well as to users within a specific department (e.g., POL, FIR, SHF, or DEM).
- vi. Specialty Banners. The Application will provide SFHSS the ability to install temporary homepage banners for specific departments (e.g., POL, FIR, SHF, or DEM) to bring attention to specific topics such as but not limited to, Suicide Awareness Month, Mental Health Awareness Month, etc.

2.2 Account Management, Support and Reporting

2.2.1 Account Management and Support.

Respondent shall provide an account manager who will lead two (2) monthly meetings, one meeting with the first responder departments in attendance as well as SFHSS, and one meeting with the SFHSS team only. Each meeting will be approximately one to two hours.

The account manager will lead the initial and ongoing marketing and promotion of the Application, increase user engagement and expand utilization of the Application, identify and report on trends among the users, and assist in the development and implementation of strategic planning to drive users to download and log-into the Application regularly, as well as utilize the application's modules and resources.

The account manager shall receive requests and feedback from the first responder departments and the SFHSS team, which shall be communicated to the Respondent organization and any applicable internal working groups or technical support teams, for consideration, and to provide modifications and/or updates to improve user experience and engagement.

2.2.2 Data and Reporting to SFHSS.

Respondent will provide weekly, monthly, quarterly, and annual reporting that provides SFHSS with an in-depth summary and insightful analysis of individual department utilization and interaction as well as aggregate (all users across all departments) data.

Reporting and specific data points shall be mutually agreed upon and shall include, but not be limited to:

- a) Application downloads for each department over a given period (e.g., the prior month) as well as total downloads since launch, separated by iOS and Android as well as in the aggregate.
- b) User clicks within each of the various sections or modules within the Application, both at a high level (e.g., main menu or module, such as selecting the Self-Assessment features or module within the Application) as well as within each module (e.g., each specific resource, article, assessment, etc., such as selecting the self-assessment for alcohol abuse risk).
- c) Number of clicks per download (to determine how many areas or modules a user has accessed within the Application).
- d) Time spent by users in the Application (average/mean number of minutes per user, standard deviation by population).
- e) Aggregate results of assessments taken within the Application (refer to the above requirements and the need to collect and report anonymously [RFP Section 2.1.2.(b)] and ensure individual privacy and confidentiality).
- f) Identify trends, using charts to display for a visual story of utilization and interaction within the Application.
- g) Track/compare month-to-month, quarterly, or over multiple years.
- h) Create user feedback loops such as user surveys, and support the creation of focus groups to identify process improvements and new potential enhancements within the Application.

3. Response Requirements

3.1 Submission of Proposals and Questions

3.1.1. Submission Deadline.

Proposals and all related materials must be received by **2:00 PM PT on Tuesday, October 25, 2022 (Deadline for Proposals)**. Proposals must be delivered via e-mail to the following address:

Patrick Chang
Principal Analyst
patrick.chang@sfgov.org; cc: michael.visconti@sfgov.org

Late submissions will not be considered. SFHSS recommends submission at least two (2) hours prior to the deadline and sending a subsequent request for confirmation of receipt under separate cover without any attachments.

3.2.2. Respondent Questions and Deadline.

Respondents shall submit any questions regarding this RFP in writing by **2:00 PM PT on Tuesday, September 6, 2022 (Deadline for RFP Questions)**. Questions must be delivered by e-mail to the following address:

Patrick Chang
Principal Analyst
patrick.chang@sfgov.org; cc: michael.visconti@sfgov.org

Respondents shall provide specific information to enable SFHSS to identify and respond to their questions.

At its discretion, SFHSS may contact an inquiring Respondent to seek clarification regarding any inquiry received.

Any Respondent that fails to report a known or suspected problem with the RFP or fails to seek clarification or correction of the RFP, shall submit a proposal at their own risk.

SFHSS will publish answers to all submitted questions on a rolling basis to the SFHSS website <http://sfhss.org> as well as via email to all prospective Respondents that submitted any question(s) to-date.

3.2 Proposal Package

Complete but concise Proposals are recommended for ease of review by the Evaluation Panel. Proposals should provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be numbered and clearly labeled.

3.3 Proposal Format

To be eligible for evaluation, Proposals must adhere to the following format:

3.3.1. Section 1: Cover Letter.

Respondent shall identify its legal business name as well as any DBA; corporate structure including parent company and subsidiaries, if applicable; home office and branch office(s), if any, and subcontractors or consultants, to be providing services; office locations; as well as the name, address, email and telephone number of a principal contact for information regarding the Proposal.¹⁰

3.3.2. Section 2: Table of Contents.

Respondent shall list all materials included in the proposal, clearly identifying the relevant sections and page numbers of the Proposal and the corresponding section(s) of this RFP.

3.3.3. Section 3: Executive Summary.

- a) Respondent shall state its understanding that the Proposal, and all supporting materials, will be used by SFHSS to evaluate whether Respondent may be considered for the Services detailed herein.

¹⁰ Please note that in accordance with City Ordinance No. 189-16 (file No. 1604425), SFHSS must receive a waiver to contract with any U.S. State with anti-LGBT legislation, restrictive abortion, or voter suppression laws (https://sf.gov/sites/default/files/2022-03/12X_Covered_State_List_Updated_2022-03-04.pdf). Under Administrative Code Sections 12X.5(a), 12X.15(a), and 12X.26(a), SFHSS and the City may not enter into any Contract with a Contractor that has its United States headquarters in a state on the Covered State List or where any or all of the work on the Contract will be performed in a state on the Covered State List. The current state list is available here: <https://sf.gov/resource/2021/states-where-city-will-not-fund-travel-or-do-business>. If a Respondent is headquartered or where a portion of the work is to be performed in a banned state, they must include this in their proposal so that SFHSS may request a waiver of the requirements of Chapter 12X. A waiver is not in any way guaranteed by SFHSS or the City and will be independently reviewed by the Office of Contract Administration and the City Administrator, not SFHSS.

- b) Respondent shall include a statement that its Proposal is a firm and irrevocable offer for sixty (60) days following the date of submission to SFHSS of its Proposal.
- c) Respondent shall disclose whether any proposed services will be provided by Respondents personnel, including employees and/or consultants, located outside of the United States, and if so, the location and names of such personnel and/or facilities. **This includes retention or storage of any data outside of the United States.**
- d) Respondent shall disclose engagements where Respondent, or Respondent's personnel, is/are currently performing services for the City and County of San Francisco or any City Department.
- e) Respondent shall provide information on the circumstances and status of any non-routine investigation, examination, complaint, disciplinary action or other proceeding commenced by any current client, prior client, state or federal regulatory body, or professional organization over the past three (3) years to which Respondent was a party, either as the principal subject or as an enjoined party, including but not limited to violations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- f) Respondent shall provide detailed information about Respondent's background, the services it provides, including, but not limited to, its ownership structure, recent acquisitions or mergers, or any known or publicized future acquisitions or mergers.
- g) Respondent shall provide a detailed description of Respondent's overall approach to the services described in Section 2 (Scope of Work) – generally described in this RFP – as well as a timeline and/or calendar of services and key administrative or regulatory dates.

3.3.4. Section 4: Project Manager and Key Staff.

- a) Respondent shall identify the proposed Project Manager responsible for overseeing the provision of the services and shall identify prospective support staff performing consequential and significant work (Key Staff).
- b) Respondent shall detail its proposed team structure, including staffing levels, hours of availability, and proposed distribution of work. Please identify if Project Manager or any Key Staff are classified or may be properly classified as independent contractors.
- c) Respondent shall include location of Project Manager and Key Staff. Background information shall be provided in detail, including total

accumulated years of experience, years working with Respondent, education, professional certification and accreditation, and special areas of expertise. Experience listed shall include entities for which services were performed, the type of services performed, the length of engagement, and size and complexity of the projects. Particular emphasis should be placed on previous experience with first responders and frontline workers.

3.3.5. Section 5: Approach/Strategy to Services

Using the services described in Section 2 (Scope of Work) and this RFP as a guide, describe Respondent's Application and what distinguishes Respondent, its Application, Respondent's Project Manager, Key Staff, facilities, experience, and processes and/or procedures. Include any warranties and guarantees for the Application.

3.3.7. Section 6: Pricing for Services.

Respondent shall provide a fee schedule and full pricing breakdown for the Application.

- a) Any incidental costs, fixed costs, or overhead, excluded from cost of the Application, shall be clearly identified and segregated.
- b) Any hourly rate for the Project Manager and/or Key Staff shall be separately identified by the Respondent, including any cost for updating the Application, customization, or technical support, if applicable.

3.3.8. Section 7: Contract Form and Specifications and City Risk Assessment.

Appendix A contains the general form and content of the contract SFHSS anticipates using for the agreement with the selected Respondent (Contractor).

Appendix B hereto is the City Risk Assessment **which must be completed by each Respondent and submitted with their proposal.**

- a) In submitting a Proposal, the Respondent will be deemed to have reviewed each clause in Appendix A and question in Appendix B. Respondent's Proposal shall identify any objection(s) and/or inclusion(s) to the terms and conditions of Appendix A or the questions in Appendix B, set forth the basis for the objection(s) and/or inclusion(s), and provides substitute language to make the clause(s) acceptable to Respondent or to address any issue Respondent determines is not addressed by Appendix A.

- b) Respondent shall address limitation of liability for services performed by the Respondent through affirmative response that no such limitations of liability will be imposed, or by responding that limitation of liability shall apply and providing proposed contract language.
- c) Respondent shall provide in its Proposal the amount of insurance coverage carried as defined in Appendix A, Article 5 (Insurance and Indemnity).

3.4 Proposal Provisions

3.4.1. Disposition of Proposals, Public Disclosure and Confidentiality.

Public Disclosure. Upon opening, all Proposals to this RFP shall become the exclusive property of SFHSS and may be subject to public disclosure pursuant to the San Francisco Sunshine Ordinance (San Francisco Administrative Code §67.24(e)). In accordance with San Francisco Sunshine Ordinance, contracts, contractors' bids, responses to requests for proposals and all other records of communications between the San Francisco Health Service System Board, the officers and employees of the San Francisco Health Service System, members of the Evaluation Panel, and persons or firms seeking contracts, including but not limited to respondents, prospective bidders, and incumbent providers of print and mail services, shall be open to inspection immediately after a contract has been awarded. Nothing in this request for proposals requires the disclosure of the net worth of a private person or organization 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. Information provided which is covered by this paragraph will be made available to the public upon request.

Confidentiality. If a Respondent believes that any portion of its Proposal is exempt from public disclosure under the San Francisco Sunshine Ordinance, such portion may be marked "CONFIDENTIAL". SFHSS and the Board will deny public disclosure of any portions so designated, unless required by law. The submittal of a Proposal with portions marked CONFIDENTIAL shall constitute the Respondent's agreement, in consideration for SFHSS' willingness to receive such response, to reimburse SFHSS for, and to indemnify, defend, and hold harmless SFHSS, the Board, the City and County of San Francisco, its officers, fiduciaries, employees, and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to SFHSS' nondisclosure of any such designated portions of a Proposal; and (b) any and all Claims arising from or relating to SFHSS' public disclosure of any such designated portions of a Proposal if disclosure is deemed required by law or by court order.

3.4.2. Conflict of Interest.

SFHSS cautions Respondents that the California Government Code Section 1090 conflict of interest prohibition pertaining to public officials and government employees has been interpreted to prohibit some independent contractors from being financially interested in any contract that they help create. It is the sole responsibility of each Respondent, and their employees/contractors, to determine whether such a conflict of interest exists.

Respondent, and staff, 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 (Conduct of Government Officials and Employees), Chapter 2 (Conflict of Interest and Other Prohibited Activities) 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. Respondent 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 potential conflicts during the term of the Agreement.

Individuals who will perform work for SFHSS on behalf of Respondent might be deemed Contractors 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 Respondent that the City has selected Respondent.

3.4.3. Cancelation.

Should Respondent wish to cancel, revise, or rescind its Proposal, a written letter so stating must be received by SFHSS before the Deadline for Proposals.

Should respondent wish to revise a Proposal, the revised Proposal must be received before the Deadline for Proposals.

In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Deadline for Proposals for any Respondent.

At any time during the Proposal evaluation process, SFHSS may require a Respondent to provide oral or written clarification regarding its Proposal. Nonetheless, SFHSS reserves the right to make an award without further clarifications of Proposals received.

3.4.4. Validity of Response.

Any Proposal must remain valid for a period of not less than ninety (90) days from the date of submission. This includes pricing, as well as the proposed staffing assignments of the Project Manager and Key Staff.

3.4.6. Expenses.

There is no expressed or implied obligation for SFHSS to reimburse any Respondent for expenses incurred in preparing their Proposals. Such costs, if applicable, should not be included in the Response. SFHSS reserves the right to retain the Response and use any information or ideas contained therein, with the exception of materials marked pursuant to section 3.4.1..

3.4.7. Communications.

Respondents shall direct all communications, in writing, to:

Patrick Chang
Principal Analyst
patrick.chang@sfgov.org; cc: michael.visconti@sfgov.org

Respondents are precluded from contacting other SFHSS staff, employee, manager, consultant, Supplier, member of any board or commission, or any appointed or elected individual regarding the RFP or the Proposals.

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3.4.8. Rejection of Proposal.

At its sole discretion, SFHSS reserves the right to reject any Response for reasons including, but not limited to:

- a) Failure to respond in the format required, both in content and sequence;
- b) Failure to submit the response by the specified deadline;
- c) Failure to answer any question in this RFP;
- d) Failure to meet a qualification or requirement;
- e) False or misleading statements; and/or

- f) Any other reason which, in SFHSS' opinion, the response fails to meet the conditions and requirements of this Request for Proposal, including, but not limited to a violation of Section 3.4.3 (Conflict of Interest), Section 3.4.8 (Communications) or Section 3.4.11. (Campaign Reform Ordinance).

3.4.9. No Offer to Contract.

Issuance of this RFP in no way constitutes a commitment by SFHSS, the Board, or the City, to award a contract. SFHSS reserves the right to reject any or all Proposals received. Acceptance of a Proposal neither commits SFHSS to award a contract to any Respondent, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest. SFHSS reserves the right to contract with a vendor for reasons other than lowest price.

3.4.10. Objections to the RFP Terms.

Should a Respondent, including a prospective Respondent, object on any ground to any provision or legal requirement set forth in this RFP, Respondent must, not less than **ten (10) calendar days before the Deadline for Proposals**, provide written notice to SFHSS setting forth with specificity the grounds for the objection(s). The failure of a Respondent to object within the time allowed, and in the manner set forth in this paragraph, shall constitute a complete and irrevocable waiver of any such objection(s).

3.4.11. Campaign Reform and Prohibition on Behested Payments

- a) Campaign Reform Ordinance. Respondents must comply with Section 1.126 of the San Francisco 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 Respondent 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 Respondent is prohibited from making contributions to:

- The officer's re-election campaign;
- A candidate for that officer's office; and/or
- 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 this RFP, 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, Respondents should contact the San Francisco Ethics Commission at (415) 581-2300.

- b) Prohibition on Behested Payments. Respondents must comply with the City's Behested Payment Legislation, approved by the Board of Supervisors on December 14, 2021, available at <https://sfethics.org/compliance/behested->

[payments](https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_campaign/0-0-0-47660); see also https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_campaign/0-0-0-47660.

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

3.4.12. Reservations of Rights by the City.

The issuance of this RFP does not constitute an agreement by SFHSS, the Board, or the City to enter into any contract. SFHSS expressly reserves the right at any time to:

- a) Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- b) Reject any or all Proposals;
- c) Reissue a Request for Proposals, Request for Qualifications or similar procurement;
- d) 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 RFP, or the requirements for contents or format of the proposals;
- e) Procure any services specified in this RFP by any other means; or
- f) Determine that no contract will be pursued.

3.4.13. Local Business Enterprise.

The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFP. For more information, please go to the Contract Monitoring Division (CMD) webpage at <http://sfgov.org/cmd/>. The 10% Micro-LBE and Small-LBE rating bonus provisions applies to this project because the anticipated Agreement amount is less than \$10 Million. Micro-LBEs and Small-LBEs that apply for the rating bonus must be certified by the proposal due date. If they are not certified by the bid due date, the rating bonus will not be granted. The 2% SBA-LBE rating bonus provisions applies to this project because the anticipated Agreement amount is less than \$20 Million. However, the 2% rating bonus for SBA-LBEs shall not be applied if it would adversely affect a Micro-LBE or Small-LBE.

SBA-LBEs that apply for the rating bonus must be certified by the proposal due date. If they are not certified by the bid due date, the rating bonus will not be granted.

LBE firms must submit Form 2A with their proposal to be considered for the ratings bonus. <http://sfgov.org/cmd/file/371> (pages 10 and 11).

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4. Evaluation Criteria

This section describes the guidelines used for analyzing and evaluating Responses. SFHSS intends to select, a Respondent that provides the best overall qualifications, inclusive of fee considerations. This RFP does not in any way limit SFHSS' right to solicit contracts for similar or identical services if, in the sole and absolute discretion of SFHSS, it determines the responses received are inadequate to satisfy its needs.

4.1 Evaluation Panel and Evaluation Criteria

4.1.1 Evaluation Panel.

City representatives including SFHSS employees will serve as the Evaluation Panel responsible for evaluating Respondents and rating each Proposal.

4.1.2 Application Demonstration.

If requested, each Respondent will be required to present to the Evaluation Panel its Application through MS Teams using a Screenshare functionality.

This presentation will be scheduled upon receive of each Proposal, and may occur during the weeks of November 14–18, and November 28 – December 2, 2022 between the hours of 8AM and 5PM PT.

4.1.3 Evaluation Criteria.

The evaluation criteria listed below will be used to evaluate and rank all Proposals.

Category	Weight
Value of Cost Proposal	25%
Proposed Application	40%
Resources, Tools, Media and Collateral	10%
Prior Experience	10%
Communications, Reporting, and Project Management	10%
RFP and City Terms and Conditions, Performance Guarantees	5%
Total	100%

4.2 Minimum Qualifications

Any Response that does not demonstrate that the Respondent meets these minimum qualifications by the Deadline for Proposals will be considered non-responsive, and will not be evaluated or eligible for award of any subsequent contract(s).

- a) Respondent has submitted a Proposal for delivering services and deliverables outlined in this RFP, including but not limited to Section 2 (Scope of Work).
- b) Respondent is in good-standing within the State in which they are organized to do business.
- c) Respondent must become an Approved City Supplier within ten (10) days post award. Respondents are not required to have an SF City Supplier ID at the time of bid. Find out how to become a SF City Supplier at: <https://sfgov.org/oca/Qualify-Do-Business>. **Respondents are advised that the process for becoming an Approved City Supplier will take longer than ten (10) days and should be started concurrently with the preparation of a proposal in response to this RFP. Please contact SFHSS directly (michael.visconti@sfgov.org) for detailed instructions on becoming an Approved City Supplier.**

4.3. Reassignment of Personnel following Award

4.3.1 Consent to Reassign Personnel.

Contractor shall not reassign personnel assigned to the contract during the term of the contract without prior notification to SFHSS. If Contractor personnel is unable to perform duties due to illness, resignation, or other factors beyond Contractor's control, Contractor shall make every reasonable effort to provide suitable substitute personnel for review and approval by SFHSS (see 4.3.2 Substitute Personnel below).

4.3.2 Substitute Personnel.

Contractor shall coordinate with SFHSS regarding the selection of Substitute Personnel including, but not limited to in-person interviews with proposed Substitute Personnel. Substitute Personnel shall not automatically receive the hourly rate of the individual or position being replaced. SFHSS and Contractor shall negotiate the hourly rate of any substitute personnel into the contract. The hourly rate negotiated shall depend, in part, upon the experience and individual skills of the proposed

substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the contract.

4.3.3. Removal of Personnel.

SFHSS reserves the right to request Contractor personnel be removed from performing any services upon written notice to the Contractor including, but not limited to, for actual or perceived conflict(s) of interest. If Contractor personnel is removed, Contractor shall assign Substitute Personnel.

4.4. Other Terms and Conditions

4.4.1. The selection of any Respondent for contract negotiations shall not imply acceptance by SFHSS of all terms of the response, which may be subject to further negotiation and approvals before SFHSS may be legally bound thereby.

4.4.2. Respondents agree to become an approved city vendor within (10) days of award. Vendors can apply without having a SF City Supplier ID (see <https://sfgov.org/oca/Qualify-Do-Business>).

4.4.3. Respondents agree to meet the applicable terms of the City-approved service contract (Appendix A) and the Business Associates Agreement (Appendix B). If a satisfactory contract cannot be negotiated in a reasonable time with the selected Respondent, then the City and HSS, in its sole discretion, may terminate negotiations and begin contract negotiations with any other remaining Respondents, or reissue a subsequent RFP, a Request for Quote, a Request for Qualifications, or a mini-RFP, or it may determine that the project will not be pursued.

4.5. Protest Procedures

4.5.1. Protest of Non-Responsiveness Determination.

Within five (5) working days of SFHSS' issuance of a notice of non-responsiveness, any Respondent that has submitted a Proposal and believes that SFHSS has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by SFHSS on or before the fifth working day following SFHSS' issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every ground asserted for the protest. The protest must be signed

by an individual authorized to represent Respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify all facts and evidence that would support and/or justify the protest.

4.5.2. Protest of Contract Award.

Within five (5) working days of approval by the Board contract, any firm that has submitted a responsive proposal and believes that SFHSS has incorrectly selected another Respondent for award may submit a written notice of protest. Such notice of protest must be received by SFHSS on or before the fifth working day after approval by the Board.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent Respondent, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify all facts and evidence that would support and/or justify the protest.

4.5.3. Delivery of Protests.

Respondents are responsible for delivery to, and confirm receipt by, SFHSS of any protest by the deadlines specified in Section 4.8 (Protest Procedures). If a protest is mailed, the protesting Respondent bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date SFHSS received the protest. Protests or notice of protests made orally, e.g., by telephone, will not be considered.

Protests must be delivered to:

Abbie Yant, RN, MA
Executive Director
San Francisco Health Service System
1145 Market Street, 3rd Floor
San Francisco, CA 94103
Cc: Michael Visconti, Contracts Administration Manager

RFP Appendix A – Agreement

Attached separately

RFP Appendix B – City Risk Assessment

Attached separately