

SAN FRANCISCO HEALTH SERVICE SYSTEM

Affordable, Quality Benefits & Well-Being

REQUEST FOR PROPOSALS FOR

San Francisco Health Service System Change, Intervention and Diabetes Prevention Program

RFPQ#HSS2023.W2

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

<u>Background</u>: The San Francisco Health Service System (SFHSS) executes all process phases related to benefit operations and administration of benefits for over 126,000 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 (SFHSS Members).

Intent of this RFP: SFHSS is aware of the significant cost and health impacts of type 2 diabetes and since 2020, SFHSS has engaged a third-party vendor partner (YMCA of San Francisco) to administer a Diabetes Prevention Program ("DPP") that has been supported by in-person and webinar-based offerings. Our third-party DPP originated with our 2019 RFP for Change, Intervention and Diabetes Prevention Program (see *Past Opportunities*, available at https://sfhss.org/RFPs) and supplements diabetes prevention and support programs offered by our health plan partners. As a result of this RFP, SFHSS seeks proposals from qualified vendors to support the ongoing provision of our third-party DPP as the term of our current agreement will expire on September 30, 2023.

Anticipated Contract Term: October 1, 2023 – June 30, 2028, with one or more options to extend the agreement up to a maximum term of ten (10) years.

Anticipated Budget: \$55,000 (FY23-24), \$55,000 (FY24-25), Budget for FY25-26 to be determined in accordance with the City's traditional budget.

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

Unauthorized communications may result in disqualification and rejection of Proposal. Questions must be emailed by the Deadline for RFP Questions. No questions will be accepted after this time with the exception of Approved City Supplier questions.

<u>Subcontracting/Sub-consulting Requirement</u>: The City strongly encourages responses from qualified Local Business Enterprises (LBEs). Pursuant to Administrative 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 as this process may take several weeks: https://sfcitypartner.sfgov.org/pages/index.aspx.

Schedule – Key Dates and Deadlines

RFP Issued Friday, 7/21/2023

Deadline for RFP Questions Thursday, 8/10/2023 (12pm PDT)

 RFP Question Responses Posted* Thursday, 8/17/2023

Deadline for Proposals

Oral Interviews**

Notice of Intent to Award (est.)

Contract Start Date (est.)

Friday, 9/1/2023 (12pm PDT)

9/13/2023 - 9/14/2023

9/18/2023 - 9/20/2023

October 1, 2023

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^{*} Questions will be answered and posted on a rolling basis to https://sfhss.org/RFPs.

^{**} Oral Interviews may be substituted with written requests for clarification.

1. INTRODUCTION

1.1 The San Francisco Health Service System.

1.1.1 The San Francisco Health Service System

SFHSS executes all process phases related to benefit operations and administration of non-pension benefits (including health, dental and vision) for approximately 136,000 individuals pursuant to the City and County of San Francisco Charter sections 12.200-12.203 and A8.420-A8.432, and San Francisco Administrative Code sections 16.700-16.703. These individuals including both active and retired employees from the City's four employer groups and their eligible dependents (collectively, "Members"). SFHSS is dedicated to providing outstanding health and other employee benefits to, preserving and improving sustainable, high-quality health benefits for, enhancing the well-being of, and adhering to the highest standards of service and support for our Members. For additional information, please reference the SFHSS Strategic Plan for 2023-2025 at https://sfhss.org/resource/sfhss-strategic-plan-2023-2025.

1.1.2 SFHSS Member Population.

SFHSS executes all process phases related to employee benefit operations and administration of employee benefits for approximately 136,000 individuals, including both active and retired employees of the City and County of San Francisco (or "City"), the San Francisco Unified School District (SFUSD), the Community College of San Francisco (CCD), and the San Francisco Superior Court (or "Courts"), and their covered dependents (collectively, "Members").

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). The SFHSS Member population is diverse and multifaceted, covering varying work locations, a wide range of working conditions and responsibilities, working status (full-time, part-time, day and night shift workers, seasonal or nine-months), living varying distances from their place of work, and comprising a wide range of demographic factors. Further information can be found in the 2023 SFHSS Demographics Report, available at https://sfhss.org/resource/2023-sfhss-demographic-report.

1.1.3 SFHSS Well-Being Division.

SFHSS supports our Members with a robust and mature in-house well-being program and dedicated staff. Partnership with our current SFHSS Medical Plan Providers is

integral to the success of the Well-Being Division. The Well-Being Division has several core functions, including: (i) an in-house non-clinical Employee Assistance Program (EAP), (ii) developing employee wellbeing communities and expanding department-level well-being buy-in (through imbedded employees City-wide, also known as Well-being Champions, and department and division specific Well-Being@Work initiatives), (iii) retiree-support services, (iv) healthy behavior campaigns and challenges, (v) targeted interventions and activities (flu clinics, health screenings, seminars, coaching, and group exercise classes), and (vi) staffing a centrally located Wellness Center available to all Members.

1.1.4 Medical Plan Providers.

Medical benefits are provided to SFHSS Members through the following plan choices:

- United Healthcare (UHC) City Health Plan and Medicare Advantage (Preferred Provider Organization (PPO))
- Kaiser Foundation Health Plan (Kaiser) (Fully insured HMO)
- Blue Shield of California (flex funded plan with fully insured, capitated, and selfinsured components)

1.1.5 Prior Diabetes Prevention Programs (DPP) and Medical Plan Resources.

SFHSS conducted a diabetes prevention pilot study in 2016 through a partnership with Kaiser Permanente's research division. This study explored the effectiveness of Diabetes Prevention Program (DPP) outcomes, participation and retention using two program methods: in-person and online. The results of the study showed higher outcomes and retention for the in-person participants.

In SFHSS then developed an implementation model to bring the in-person DPP to our worksites for Fall 2018. Using our existing relationship with Kaiser Permanente and YMCA of San Francisco, SFHSS successfully launched seven cohorts at different City and County of San Francisco worksites. These programs are supported by onsite activities and SFHSS well-being resources that are coordinated by our well-being team. Onsite activities supporting this program include group exercise, educational seminars, onsite screenings, and health coaching. Our goal is to develop a comprehensive and long-lasting program with a vendor to leverage SFHSS resources, promote the program, encourage participation, ensure retention of participants, and individually support all DPP participants with their goals and successful outcomes.

1.1.6 SFHSS Health Plan Resources

Contractor will review available SFHSS, City, and Medical Plan Provider resources used to address and support healthy behavior change including but not limited to diabetes and pre-diabetes-related resources. These may include current and prior campaigns, equipment (such as BMI Machines), classes, and other individual or group-based support services. Prior to the start of services, SFHSS will provide Contractor with an inventory of all such resources for review, which will include, but not be limited to, the following:

- SFHSS Events Calendar: https://sfhss.org/events
- Employee Benefits Information: https://sfhss.org/Using-Your-Benefits/using-your-benefits-employees
- Retiree Benefits Information: https://sfhss.org/Using-Your-Benefits/using-your-benefits-retirees

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2. Scope of Services

This scope of work is a guide 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. Selected Contractor will work closely with the SFHSS Well-being Division staff, in addition to collaboration with SFHSS Operations and Communications staff, as required.

2.1 <u>Diabetes Prevention Program (DPP) and Wrap-Around Design,</u> Development and Deployment.

2.1.1 Planning and Development.

Contractor will lead planning and development meetings with City, with the end goal of providing the following deliverables for SFHSS review and approval:

- a) Written report which details change, intervention and Diabetes Prevention Program launch procedures and a structured roll-out schedule;
- b) DPP communications strategy leveraging existing resources;
- c) DPP intervention strategy;
- d) Wrap-around services for inclusion of a comprehensive Diabetes Prevention Program akin to the Center for Disease Control and Prevention's National Diabetes Prevention Program¹;
- e) Targeted outcomes for both the Wrap-around services and DPP component individually, inclusive of how the outcomes guide members to the goals of the program; and
- f) Quarterly and annual evaluations plan for the Wrap-around services and DPP.
 - Examples of quarterly evaluation of the DPP may consist of counts of Participants who have met milestones, measurements of Participant retention and Participant weight loss. Examples of quarterly evaluation of Wrap-around services may consist of counts and averages of Participants per class-type, and recommendations for process improvement.

¹ https://www.cdc.gov/diabetes/prevention/index.html

2. Examples of annual evaluation of the DPP and Wrap-around services may consist of a summary presentation or report which captures all data collected monthly and quarterly to illustrate annual trends, effectiveness, and opportunities for improvement.

2.1.2 Planning Meetings and Objectives.

The following planning meetings should take place to assist with the design/development and implementation of the DPP and Wrap-around Services:

- a) Kick-off Meetings. The Kick-off meetings shall target:
 - 1. Establishment of project timelines and dependencies, inclusive but not limited to:
 - i. DPP rollout scheduling and mapping; and
 - ii. communication development, inclusive but not limited to website development and messaging, leadership education (handouts), City expert ("well-being Champion") talking scripts, and educational/engagement postcards.
 - 2. Establishment of the process to implement Wrap-around services.
 - 3. Identification of metrics to evaluate success of DPP and Wraparound services.
- b) Finalize Implementation Strategy.
 - 1. Identify suitable City worksite locations to host DPP sessions.
 - 2. Establish meeting structure to review deployment and success of Wrap-around services.
- c) <u>Ongoing Check-In Meetings</u>. Ongoing Check-in meetings shall be prescheduled, on a routine basis, no less than once monthly. At a minimum, Contractor agrees to meeting to discuss following, on a routine basis:
 - Provide updates on the confirmation of booking Key Staff (Sec. 2.2.2.) at designated City worksite locations for designated dates and times; and
 - 2. Present and discuss Quarterly evaluation reports for both the DPP and Wrap-around services.
 - Examples of quarterly evaluation of the DPP may consist of the counts of Participants who have met milestones as well as measurements of Participant retention. Examples of

quarterly evaluation of Wrap-around services may consist of consider counts and averages of Participants per class-type and accessibility.

2.2 DPP and Wrap-Around Project Management

2.2.1 Project Manager

Contractor will designate a single Project Manager to oversee all services for City. The Project Manager shall have no less than five (5) years of professional experience supporting or facilitating Diabetes Prevention Programs and/or comprehensive workplace wellness initiatives.

The Project Manager will lead the overall Program Marketing and Communications Strategy, as well as be responsible for ongoing Program Evaluation, Analysis and Reporting to City. The Project Manager shall be responsible for receiving all communications, materials, requests, and data and shall be responsible for providing prompt service, responses and make themselves available by telephone and email to City during the normal business hours, 8:00 AM PT to 5:00 PM PT, Monday through Friday, excluding Federal and City holidays.

2.2.2 Key Staff

Contractor will include a full-time Health Initiative Director ("Program Coordinator"), no less than three (3) Certified Lifestyle Coaches, and no less than two (2) Certified Group Exercise Instructors.

2.3 Program Communications Services

2.3.1 Communications Materials.

Contractor will develop new SFHSS Member-facing written and electronic communications materials that will be translated in predominate languages spoken by SFHSS Members, which include English, Cantonese, and Spanish.

Program Communications deliverables may include various forms of media, and the Contractor shall leverage the following existing mediums:

a) SFHSS Bulk Email system via MyEmma (http://www.myemma.com/). Examples of communications include email copywriting and editing for promotions, monthly flyer, and email header/footer.

- b) SFHSS Print and Mail Vendors. Examples include posters, postcards, educational handouts, and assessment worksheets.
- c) SFHSS Digital: Contractor will develop web-based communications materials that reflect plain language to the greatest extent possible and consistent with applicable City and County of San Francisco accessibility standards.² Examples include, but are not limited to:
 - YouTube (https://www.youtube.com/channel/UCyzigny9oS2mQP-0JRUUsMg); and
 - 2. SFHSS Website (https://sfhss.org/well-being).

2.3.2 Contractors Diabetes Prevention Program Marketing and Promotions Material.

Contractor's Diabetes Prevention Program Marketing and Promotions Material shall include:

- a) Design and delivery of one (1) co-branded poster, two (2) fliers, one (1) postcard, one (1) brochure, and two (2) SFHSS-operated webpage(s) promoting Contractor's DPP and targeting SFHSS Members with prediabetes or at high risk for type 2 diabetes to foster understanding about the DPP, how the DPP works, and how to enroll;
- b) Design and delivery of no less than three (3) informational presentations for City leadership to understand the cost savings opportunities of type 2 diabetes prevention, provide more about the DPP, how the DPP works, and how to best encourage SFHSS Members to enroll;
- c) Design and delivery of website content for existing Diabetes health topic on SFHSS Well-Being website (<u>sfhss.org/well-being/diabetes-prevention-program</u>);
- d) Refresh of design and delivery of website content for existing Diabetes health topic on SFHSS Well-Being website (<u>sfhss.org/well-being/diabetes-prevention-program</u>);
- e) Design and delivery of two (2) talking scripts for the City's Well-being Champions. One talking script is to be general in order to highlight

² As of the date of this RFP, SFHSS is in the process of meeting the City's Digital Accessibility and Inclusion Standard (DAIS), available at https://sf.gov/reports/november-2021/digital-accessibility-and-inclusion-standard.

benefits of participating in the DPP, and the other talking script should be geared for use by City leadership. Talking scripts shall also provide additional information which will allow well-being Champions and City leadership to make routine announcements of upcoming Program options or events, during City staff meetings. At the very least, scripts should include addressing the BMI difference for the Asian population and BMI;

- f) Refresh design and delivery of well-being Champion two (2) talking scripts;
- g) Provide any new videos that are developed.

2.3.3 Diabetes Awareness Campaign Marketing and Promotions Material.

Contractor's Diabetes Awareness Campaign Marketing and Promotions Material shall include the design and delivery of the following:

- a) One (1) co-branded Diabetes Awareness flyer;
- b) One (1) co-branded Diabetes Awareness email package that helps SFHSS Members identify:
 - 1. Risk factors for type 2 diabetes;
 - 2. Links to obtain and understand their individual risk score for developing type 2 diabetes;
 - 3. Steps and strategies to reduce risk if at high-risk for type 2 diabetes; and
 - 4. Information related to the DPP as a covered benefit for eligible SFHSS Members.

2.3.4 Wrap-around Marketing and Promotional Materials.

Contractors Wrap-around Marketing and Promotions Material shall be consistent with applicable City and County of San Francisco accessibility standards and include the following:³

³ More information on the City's Digital Accessibility and Inclusion Standard (DAIS) is available at https://sf.gov/reports/november-2021/digital-accessibility-and-inclusion-standard.

- a) Detailed Wrap-around service content for SFHSS fliers, SFHSS brochures and SFHSS-operated webpage(s) promoting Wrap-around services and targeting all SFHSS Members who would opt to engage in new or regular physical activity offerings; learn skills and strategies for healthy eating and stress management; and/or gain access to individualized wellness coaching;
- b) Detailed Wrap-around service content for the design and delivery of program descriptions for all Wrap-around services, which can be incorporated into existing SFHSS Well-being activity description lists that are provided to well-being Champions and leadership; and
- c) Delivery of a one paragraph written biographical statement unique to each Certified Lifestyle Coach and Certified Group Exercise Instructor (Sec. 2.2.2., Key Staff) who is providing Services under this Agreement. The one paragraph written biographical statement shall include and not be limited to experience, certification, a list of onsite Program activities they will be instructing, and a self-photograph.

2.4 **Program and Program Management**

Contractor will manage and deliver a comprehensive change, intervention program including a specific, Centers of Disease Control and Prevention (CDC) credentialed, Diabetes Prevention Program and Wrap-around services, which are collectively known as the "Program".

2.4.1 Program Coordinator.

Contractor's Program Coordinator shall ensure quality Program services, Program delivery, Program oversight, and the management and coordination of Program Key Staff. City reserves the right to request the removal and replacement of any Key Staff member that is providing services under an Agreement resulting from this RFP, at any time, for any reason providing the City provides written request with reasons for removal which shall be reasonably accepted by Contractor.

2.4.2 Diabetes Prevention Program (DPP).

The DPP will provide 26 synchronous, cohort-based diabetes prevention sessions aimed at increasing SFHSS Member participation. Program Participants are SFHSS Members who both qualify to enroll and are enrolled in City DPP or Wrap Around services. Each grouping of SFHSS Members enrolled together in a DPP class shall be

known as a "Cohort". Contractor shall maintain the sole responsibility of screening and enrolling interested SFHSS Members in to the DPP.

- a) <u>Cohort Format.</u> The DPP will be available in either in-person or virtual formats and shall consist of twenty-six (26) meetings delivered over the course of twelve (12) consecutive months, for one (1) hour each, led by a trained and Certified Lifestyle Coach (Sec. 2.2.2., Key Staff), employed by the Contractor. The total length of the each DPP is twelve (12) calendar months, from the date of the first meeting, for each Cohort, individually.
- b) <u>Cohorts Composition and Service Start Periods.</u> The maximum number of Cohorts to start within a calendar year shall not exceed four (4). Each Cohort shall not exceed sixteen (16) DPP Program Participants, with a minimum of 8 DPP Program Participants.* The total number of DPP Program Participants enrolled in the DPP shall not exceed sixty-four (64), per year, and the maximum number of sets of DPP Program Materials shall not exceed sixty-four (64) per year. The number of Cohorts and their start dates are summarized below:

Service Start Dates	# of Cohorts		
October 1, 2023 – June 30, 2024	4		
July 1, 2024 – June 30, 2025	4		
July 1, 2025 – December 31, 2025	2		

- c) <u>Service Hours.</u> Contractor guarantees that DPP services are available Monday through Friday, excluding Federal and City holidays, from 8:00 AM (PT) to 5:00 PM (PT). In the case where non-standard hours are requested by City, Contractor and City shall mutually agree upon the dates and time DPP services would be provided outside normal business hours.
- d) <u>Engagement.</u> The Contractor shall engage SFHSS Members, under the direction of the City, to provide the following:
 - 1. Delivery of DPP marketing and promotions materials to City selected locations where the DPP will be available;
 - Engagement and involvement of designated well-being Champions at city selected worksites, in order to share available marketing and promotions materials and facilitate announcements

- of upcoming Program options or events, during City staff meetings;
- Engagement and involvement of leadership at selected City worksites to facilitate announcements of upcoming Program options or events, and encourage SFHSS Members to enroll; and
- 4. Consistent engagement of DPP Program Participants to reduce Program dropouts.
- e) Contractor reserves the right to remove any SFHSS Member who violates Contractors community rules or program code of conduct. In the case where a Program Participant has been excluded from participation in the DPP, as a result of violation of Contractors community rules or program code of conduct, Contractor shall provide notice to City within twenty-four (24) hours of Contractors decision, and Contractor shall provide the rationale for the decision, the specific community rules and/or program code of conduct rules violated, the date(s) the rules were violated, and how the rules were violated.

2.4.3 DPP Program Materials

Upon the screening and enrollment of interested SFHSS Members in to the DPP and confirmation of a signed authorization to release confidential information by the SFHSS Member, Contractor shall provide each Program Participant in the DPP a complete set of DPP Program Materials. DPP Program Materials consist of the following:

- a) <u>In-Person Materials</u>: One (1) medical grade scale per group/cohort, one
 (1) 1.5-inch 3-ring binder per participant, full one-year program
 curriculum (26 participant sessions and additional informational material)
 per participant, and fifty-two (52) food and activity trackers (one per week of the year) per participant.
- b) <u>Virtual Materials</u>: One (1) digital, bodyweight scale for at-home weighins, full one-year program curriculum (26 participant sessions, additional informational material and food/activity tracker template)

2.4.4 Wrap-around Services (Wrap-around).

Wrap-around services consist of educational seminars, individualized wellness coaching, and group exercise classes, that will assist SFHSS Members with creating the opportunity to participate in activities which may reduce risk for chronic disease, while providing support to practice and model healthy behaviors.

- a) <u>Certified Coaches and Instructors</u>. Wraparound service delivery will be provided by Certified Lifestyle Coaches and Certified Group Exercise Instructors over the course of the 19-month program.
- b) <u>Service Hours</u>. Contractor will provide up to twelve (12) hours per month, per year, which the City may elect to offer any of the Wraparound services indicated in Section 2.4.4.(e) (Wrap-around Service Programs) below. The allotted twelve (12) hours per month may be used in any time block during the normal business hours (Monday through Friday, excluding Federal and City holidays, from 8:00 AM PT to 5:00 PM (PT)), at the City's sole discretion. For example, this could include a 30- or 45-minute seminars, coaching sessions, or exercise class.

Wrap-around Services shall be pre-scheduled by the City, and services shall be in accordance with this Section 2.4 (Program and Program Management), and Section 2.4.4 (Wrap-around Services (Wrap-around).

In the case where non-standard hours are requested by City, Contractor and City shall mutually agree upon the dates and time Wraparound services would be provided outside normal business hours.

- c) <u>Responsibilities for Wrap-around Services</u>. The selected Respondent will fulfill the following responsibilities:
 - 1. Provide and maintain a detailed description for each of the identified wraparound services that will assist with City and SFHSS understanding of the Services;
 - 2. Design and develop Wrap-around service request process (i.e. Request form and point of contact information);
 - Designate a contact person to serve as its representative and to collaborate with City in the delivery of the Program and/or information to City to make informed decisions related to the Program;
 - 4. Invoice the City only for Program services rendered by Certified Lifestyle Coaches and Certified Group Exercise Instructors;
 - 5. Review and execute requests submitted by City within ten (10) business days of submitted request, with confirmation of receipt of request;

- Confirm request or establish communication with City to reschedule (when instructor is not available) within no later than ten (10) business days of date request was confirmed;
- 7. Confirm via email with City and stakeholders the date, time, and location the Program will be delivered;
- 8. Coordinate and Schedule a planning meeting with City and stakeholders;
- Establish, maintain, and participate in a periodic call with designated City staff to review submitted requests, report on participation for completed requests, and discuss any feedback for instructors or site hosts; and
- 10. Manage and support Contractor Key Staff instructors providing Wrap-around services to City.
- d) <u>City Responsibilities for Wrap-around Services</u>. In partnership with the selected Respondent, the City will perform the following:
 - The delivery of Wrap-around marketing and promotions materials to selected City locations where Services will be provided;
 - Engagement and involvement of designated well-being Champions at City selected worksites, in order to share available marketing and promotions materials and facilitate announcements of upcoming Wrap-around options or events, during City staff meetings;
 - Engagement and involvement of City leadership at selected City worksites to facilitate announcements of upcoming Wraparound options or events, and encourage SFHSS Members to enroll;
 - 4. Manage intake requests from Well-Being Champions and submit request to Contractor;
 - 5. Participate in check-in meetings every other week to review submitted requests, participation for completed requests, and discuss any feedback for instructors or site hosts; and
 - 6. Manage and support Well-Being Champions and City site hosts receiving wraparound services.

e) Wrap-around Service Programs

 Community-Based Education Seminars. Community-Based Education Seminars will be delivered in a group-based format and shall include information on, but not limited to, healthy eating, physical activity, stress management and other whole person well-being practices that support individual learning strategies to improve their well-being.

Seminars can be delivered in single-session or multi-session (recurring) formats either on-site at City locations or virtually, as determined by City.

City shall ensure that the location that has been selected will be appropriate for the Services. Contractor shall notify City, at the point of scheduling if there is a need for any equipment to perform the Services. Equipment beyond projectors, tables, and chairs, shall be to sole responsibility of Contractor, unless additional equipment is available to be lent to Contractor, by City. Contractor shall be liable for the replacement of any Cityowned equipment which is lost, stolen, or damage while the City-owned equipment is in the custody of Contractor.

2. Individualized Wellness Coaching. Individualized Wellness Coaching will provide a framework of support for SFHSS Members aspiring to achieve specific health-related goals. Through 30- and 60-minute coaching sessions, SFHSS Members will work one-on-one with a trained Lifestyle Coach (Section 2.2.2, Key Staff) to identify and articulate their goals and make a realistic action plan to achieve their goals. Coaching sessions may focus on, but are not limited to, healthy eating practices, increasing physical activity levels, and/or ways to increase mindfulness in everyday life.

Wellness Coaching will be provided on-site at City locations, telephonically or virtually. City shall ensure that the location selected by the City will be appropriate for the Services.

Contractor shall notify City, at the point of scheduling if there is a need for any equipment to perform the Services. Equipment beyond projectors, tables, and chairs, shall be the sole responsibility of Contractor, unless additional equipment is available to be lent to Contractor, by City. Contractor shall be liable for the replacement of any City-owned equipment which is lost, stolen, or damaged while the City-owned equipment is in the custody of Contractor.

3. Group Exercise Classes. Group Exercise Classes delivered by certified Group Exercise Instructors (Section 2.2.2, Key Staff) will provide SFHSS Members the opportunity to increase physical activity, build community and may help in the reduction in the risk of certain chronic diseases. Contractor shall ensure all Group Exercise instructors providing Services to SFHSS members are certified and adept at meeting the individual needs of various populations, including older adults, individuals new to exercise, and the needs of experienced or more advanced exercisers.

Group Exercise Classes are to be available in 30-, 45- and/or 60-minute classes, as requested by City. The types of Group Exercise Classes include, but are not limited to: Zumba, Yoga, Tai Chi, and Strength and Conditioning.

Group Exercise Classes will be delivered on-site at City locations selected by City, and/or virtually. City shall ensure that the location that has been selected will be appropriate for the Services.

Contractor shall notify City, at the point of scheduling if there is a need for any equipment to perform the Services. Equipment beyond projectors, tables, and chairs, shall be to sole responsibility of Contractor, unless additional equipment is available to be lent to Contractor, by City. Contractor shall be liable for the replacement of any City-owned equipment which is lost, stolen, or damaged while the City-owned equipment is in the custody of Contractor.

2.5 DPP and Wrap-Around Program Evaluation and Reporting

Contractor will provide, for City review and approval, quarterly and annual evaluation protocols and procedures, as well as both qualitative and quantitative measurement criteria to assess the effectiveness and efficacy of the Program.

At each periodic (quarterly and annual) evaluation period, Contractor will schedule an in-person and/or remote conference (the type of meeting will be determined by City) with City, to concurrently review all data, identify best-practices, and modify Contractor's

approach to the Program as necessary to accomplish pre-established Program goals. All reports shall be delivered to the City in both Excel and PDF formats.

2.5.1 Reporting Requirements.

At a minimum, Contractor shall provide the following for each service:

a) *DPP*.

- 1. Total enrollment, by Cohort;
- 2. Total number of DPP Program Participants attending the first session by calendar month, by Cohort;
- 3. Total number of DPP Program Participants attending fourth session by calendar month
- 4. Total number of DPP Program Participants attending ninth session by calendar month, by Cohort; and
- 5. Sixteen (16) week outcomes: attendance averages, weight loss average (aggregate by Cohort).
- 6. Retention rate and attendance rate, by Cohort.
- 7. Weight loss by Cohort.
- 8. Combined trending patterns, which can be broken-out by Cohort.

b) Wellness Coaching

- 1. Number of appointments booked;
- 2. Total Enrollment;
- Unique Warp-around Program Participants (monthly and annually);
- 4. Number of sessions attended per unique Program Participant;
- 5. Cancelation rate;
- 6. Attendance rate;
- 7. Program Participant coaching topic (e.g. weight management, healthy eating, physical activity, stress, etc.);

c) Number of Wrap-around Program Participants;

- 1. Program Participant satisfaction; and
- Program Participant Department.

d) Group Exercise Classes

- 1. Class Location: Department Name and Address
- 2. Total participation by class
- 3. Quarterly average class participation by class format
- 4. Unique Program Participant count;
- 5. Length of class (time)
- 6. Program Participant satisfaction; and
- 7. Number of classes offered by class format (e.g. series of 6 classes, one time or ongoing)

2.6 Proposed Project Schedule

Respondents will propose a project timeline that will include, at minimum, the following milestones and/or deliverables.

Respondents will include additional rows and milestones/deliverables as needed.

2.6.1 Table A – Proposed Project Schedule and Milestones

Task(s), Deliverables and Milestones	Section(s)	Timeline
Kick-Off Meeting	2.1.2	
Project Manager and Key Staff Selection	2.2	
Program Planning and Development	2.1	
Communications Plan	2.3	
Program Go-Live	2.4	

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3. RESPONSE REQUIREMENTS

3.1 <u>Minimum Qualifications</u>

Respondents must meet the following minimum requirements at the time their Proposal is submitted. Any Response that does not demonstrate that the Respondent meets these minimum qualifications by the Deadline for Proposals (Section 3.2.) will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).

- **3.1.1** Respondent has submitted a Proposal for delivering services and deliverables outlined in this RFP, including but not limited to Section 2 (Scope of Services).
- **3.1.2** Respondent is in good-standing within the State in which they are organized to do business.
- 3.1.3 Respondent and Respondent Project Manager must have at least five (5) years of experience supporting or facilitating Diabetes Prevention Programs and/or comprehensive workplace wellness initiatives.
- 3.1.4 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 (patrick.chang@sfgov.org, cc: michael.visconti@sfgov.org) for detailed instructions on becoming an Approved City Supplier.

3.2 **Submission of Proposals**

Proposals and all related materials must be received no later than **Friday**, **September 1**, **2023 at 12:00 PM (PDT) ("Deadline for Proposals")**. Proposals must be delivered in PDF format via email to Patrick Chang (patrick.chang@sfgov.org), cc: michael.visconti@sfgov.org,

Late submissions will not be considered.

SFHSS <u>strongly</u> recommends emailing your proposal at least one (1) hour prior to the deadline and/or to sending a second email requesting confirmation of receipt without any attachments.

Note to Respondents: electronic submissions which exceed 20MB will be rejected by City email servers. If your submission is close to or may exceed 20MB, please immediately notify Patrick Chang (patrick.chang@sfgov.org), cc: michael.visconti@sfgov.org. Upon timely notification, SFHSS will provide alternative submission methods.

3.3 RFP Questions and Requests for Clarification

Respondents shall submit any questions regarding the RFP in writing by **Thursday**, **August 10**, **2023**, **at 12:00 PM (PDT) (Deadline for RFP Questions)**. Questions must be delivered by e-mail to patrick.chang@sfgov.org, cc: michael.visconti@sfgov.org.

Respondent(s) shall provide specific information to enable SFHSS to identify and respond to their questions. At its discretion, SFHSS may contact a Respondent to seek clarification regarding any inquiry received.

SFHSS will publish answers to all submitted questions by or before **Thursday**, **August 17**, **2023** on the SFHSS procurement webpage: https://sfhss.org/RFPs.

SFHSS reserves the right to offer additional question and answer periods and make such opportunities available to all Respondents. 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 its own risk.

3.4 **Proposal Structure**

Each proposal shall contain only relevant information that is specific to this RFP and the specific questions and requests contained herein. While there is no intent to limit the content of any proposal, a Respondent must emphasize simple, straightforward and concise statements that satisfy the requirements of the RFP, and clearly identify applicable subsection or question. All parts, pages, figures, and tables should be numbered and clearly labeled. Respondents accept that superfluous information may be disregarded.

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

3.4.1 Section 1: Cover Letter (word / page limit: 500 words or one (1) page)

Respondent shall identify its business name, address, telephone number, and email address; designate the legal form of Respondent (sole proprietorship, partnership, corporation, etc.); the name, address, telephone number, and email address of Respondent's Authorized Representative.

3.4.2 Section 2: Table of Contents (word / page limit: 500 words or one (1) page)

Respondent shall list all Proposal contents and attachments, clearly identifying the relevant sections and page numbers of the Proposal and the corresponding section(s) of the RFP.

3.4.3 Section 3: Executive Summary (word / page limit: 1,000 words or two (2) pages)

Respondent Executive Summary shall include, at minimum, the following information:

- 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.
- 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.
- 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 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.

3.4.4 Section 4: Project Manager and Key Staff

Respondent shall include the following information:

- 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 including DPP administration, and/or workplace wellness program development, implementation and management. 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.

3.4.5 Section 5: Approach / Strategy to Services (word / page limit: 2,500 words or five (5) pages)

Using the services described in Section 2 (Scope of Services) and this RFP as a guide, describe Respondent's approach to designing and managing the Program for SFHSS and what distinguishes Respondent, Respondent's Project Manager, Key Staff, facilities, experience, and/or processes and procedures. Include any warranties and guarantees for any or all Services or materials related to Services.

3.4.6 Section 6: Pricing for Services (word / page limit: not applicable)

Respondents shall provide pricing information for the services described above using Appendix A – Vendor Pricing Form.

- a) Any incidental costs, fixed, costs, and/or fees shall be clearly identified and segregated.
- b) If the hourly rate for the Project Manager and/or Key Staff is excluded from the above per-unit pricing, clearly identify the estimated hours for each deliverable.
- c) Please list all assumptions that factor into the quoted cost and insert additional rows as necessary.

3.4.7 Section 4: Litigation (word / page limit: 500 words or one (1) page)

If Respondent is or has been involved in /or any litigation and government action directly related to the performance of any of the services contained in this RFP over the past six (6) years, Respondent must provide a summary of the action, current status, and final adjudication if applicable. Respondents are advised that ongoing litigation, pending government action, and/or the terms of sealed or confidential settlement agreements, will not be considered by SFHSS or the Evaluation Panel for selection, ranking, or recommendation as a result of this RFP whatsoever.

SFHSS reserves the right to require Respondent to provide additional information necessary for the SFHSS to determine the financial integrity and responsibility of Respondent.

3.4.8 Section 7: Evidence Supporting Certification of Minimum Qualifications (no word / page limit but must be relevant and limited to support necessary to establish Minimum Qualifications only)

Respondent shall submit appropriate documents demonstrating how Respondent meets each Minimum Qualification (Sec. 3.2) including any regulatory eligibility requirements necessary to participate in the RFP.

3.4.9 Section 8: Standard City Agreement and Business Associates Agreement (word / page limit: not applicable)

Appendix B (Standard Agreement) contains the general form and content of the contract SFHSS anticipates using for the agreement with a Selected Respondent.

The Standard Agreement is an integral component of Respondent's Proposal. Respondent's Proposal will serve as the base for negotiations with a Selected

Respondent(s). Respondent must be prepared to agree to all terms of the attached Standard Agreement as presented or Respondent's Proposal may be rejected. Respondent must include a copy of the Standard Agreement with its Proposal that shows the changes Respondent proposes be made if it is selected by SFHSS as a result of this RFP.

If Respondent fails to identify an objection to any particular term or condition, the term or condition will be deemed agreed to by Respondent. SFHSS reserves the right to discuss any Respondent proposed change to terms or conditions and to clarify and supplement such proposal. Proposed changes to any particular term or condition of the Standard Agreement will be used to determine the responsiveness of Respondent's Proposal.

Proposals that are contingent upon SFHSS and the City making substantial changes to the material terms and specifications published in the RFP may be disqualified. SFHSS will consider the number and nature of the terms and conditions Respondent is objecting to in determining the likelihood of completing an agreement with Respondent if selected.

The services to be performed by a Selected Respondent will involve the use of information that is protected by HIPAA. As such, Selected Respondent must agree, as a component of the final agreement, to abide by the Business Associate Agreement (BAA) included as part of the Standard Agreement.

SFHSS reserves the right to add or delete language from Appendix B (Standard Agreement) when preparing the final form of the agreement with a Selected Respondent(s).

3.4.10 Section 9: Insurance (word / page limit: not applicable)

Respondent shall provide evidence of the amount of insurance coverage carried as defined in Appendix B (Standard Agreement).

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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 <u>Proposal Deadline and Review of Minimum Qualifications</u>

SFHSS will determine, upon receipt of Proposals, in its sole discretion, whether Respondents have met the Minimum Qualifications (Sec. 3.1). Should SFHSS require additional information from any Respondent to confirm Minimum Qualifications, SFHSS will notify Respondent within ten (10) working days of receipt of Proposal. Respondent will then have five (5) working days to submit additional information to SFHSS.

If it is determined that Respondent does not meet the Minimum Qualifications, Respondent's Proposal will be deemed non-responsive and there will be no further review, either by SFHSS or the Evaluation Panel. However, SFHSS reserves the right, in its sole discretion, to waive minor administrative irregularities.

4.2 <u>Evaluation Panel</u>

If Respondent meets all deadlines (Section 3), and meets the Minimum Qualifications (Sec. 3.1), as determined by SFHSS, SFHSS will submit Respondent(s) Proposal(s) to a panel of SFHSS-selected subject-matter experts for evaluation (the "Evaluation Panel").

The Evaluation Panel will review each minimally qualified and responsive Proposal. Collaborative evaluation of Proposals will only be permitted so long as all members of the Evaluation Panel are present in person, by phone, by video conference, or a combination thereof ("Evaluation Panel Discussions").

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Evaluation criteria will be as follows:

Section(s)	Points Available
Cover Letter, Table of Contents and Executive Summary	10
Project Manager and Key Staff	20
Approach/Strategy to Services	60
Pricing for Services	30
Contract Form and Specifications	5
Oral Interview (TBD)	50

City representatives including SFHSS employees will serve as the Evaluation Panel responsible for evaluating Respondents and rating each Proposal. The identities of the Evaluation Panel, participating members SFHSS, and any subject-matter experts (SME) will remain confidential throughout the RFP process, with the exception of Oral Interviews (if conducted), whereby members of the Evaluation Panel and any observers to the RFP process, may be identified via telephone, Webex or video conference, or upon conclusion of the RFP, whereby the names of the members of the Evaluation Panel will be available from their scoring and criteria sheets.

4.3 Oral Interviews

At SFHSS's sole discretion, following the review and evaluation of the Proposals, SFHSS may invite Respondent(s) to an oral interview before the Evaluation Panel (Oral Interviews).

The Oral Interviews will be conducted virtually.

If conducted by SFHSS, Oral Interviews will be held via Microsoft Teams, WebEx or another video web conferencing platform and will be recorded by SFHSS.

Recordings will be subject to the San Francisco Sunshine Ordinance (San Francisco Administrative Code Sec. 67.249 (e).

SFHSS may provide questions to Respondent(s) in advance of the Oral Interviews.

SFHSS may also determine the types and numbers of personnel from Respondents that will be allowed to participate in the Oral Interviews.

If conducted, Oral Interviews will be scheduled between **September 13, 2023 and September 14, 2023 between the hours of 8AM and 5PM PT**. Dates may be subject to change.

SFHSS reserves the right to select and recommend the highest-ranking Respondent(s) without conducting Oral Interviews.

In lieu of Oral Interviews, SFHSS may conduct a written request for clarifications.

4.4 Final Ranking and Scoring Announcement

SFHSS will announce its final ranking and scoring following review by the Evaluation Panel and/or following the Oral Interviews (if conducted) on the SFHSS website at https://sfhss.org/RFPs and via email to each Respondent's Authorized Representative.

4.5 **Proposal Provisions and Reservation of Rights by City**

4.5.1 Disposition of Proposals, Public Disclosure and Confidentiality.

Upon opening, all Proposals in response to the 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 Sec. 67.24(e)). In accordance with San Francisco Sunshine Ordinance, contracts, bids, responses to requests for proposals, Proposals, and all other records of communications between the Health Service Board, the officers and employees of SFHSS, members of the Evaluation Panel, and persons or firms seeking contracts, including but not limited to respondents, prospective bidders, and incumbent providers of in-scope 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.

4.5.2 Confidentiality.

If a Respondent believes that any portion of its Proposal is exempt from public disclosure under the San Francisco Sunshine Ordinance or applicable California Public Records law, such portion may be marked "CONFIDENTIAL". SFHSS and the Health Service Board may deny public disclosure of any portions so designated and will work with Respondent to preserve confidentiality of documents. 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 Health Service 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.

4.6 Contract Negotiation.

Following the announcement of the final ranking, SFHSS will commence contract negotiations with the highest-ranked Respondent.

If SFHSS is unable to negotiate a satisfactory contract with the highest-ranked Respondent within a reasonable time, or if the highest-ranked Respondent deviates materially from the terms of the RFP including all addendum, amendments and attachments thereto, SFHSS, in its sole discretion, may terminate negotiations with the highest-ranked Respondent and begin contract negotiations with the next highest ranked Respondent.

4.7 Other Terms and Conditions

- **4.7.1** The selection of a 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.
- **4.7.2** The selected Respondent agrees to become an approved city vendor within (10) days of award. Respondent can apply without having a SF City Supplier ID (see https://sfgov.org/oca/Qualify-Do-Business).
- **4.7.3** Respondents agree to meet the applicable terms of the Cityapproved service contract (Appendix B) and the Business Associates Agreement (Appendix C). If a satisfactory contract cannot be negotiated in a reasonable time with

the selected Respondent, then the City and SFHSS, 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 and services will not be pursued.

4.7.4 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 Contractors (vendors/suppliers) 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 or may exist.

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, Account Executive, and key staff 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.

4.7.5 Requests for Clarification.

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

4.7.6 Contract Delay Contingency.

In the event the implementation date under an agreement resulting from this RFP is delayed until a later year for any reason, the parties shall make a good faith effort to maintain the contractual relationship and to amend the applicable agreement as necessary to address the delay. In this event, SFHSS also reserves the right to terminate the applicable agreement at its sole discretion.

4.7.7 Cancellation.

Should Respondent wish to cancel, revise, or rescind its Proposal, a written letter so stating must be received by SFHSS via email (patrick.chang@sfgov.org, cc: michael.visconti@sfgov.org) 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.

4.7.8 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 services, pricing, as well as the proposed staffing assignments.

4.7.9 Expenses.

There is no expressed or implied obligation for SFHSS to reimburse any Respondent for expenses incurred in responding to the RFP. SFHSS reserves the right to retain all submitted questions and responses to the RFP and use any information or ideas contained therein.

4.7.10 Authorized Communications.

Respondent will direct all communications, in writing, via email, to patrick.chang@sfgov.org, cc: michael.visconti@sfgov.org.

4.7.11 Unauthorized Communications.

Respondents are precluded from contacting other SFHSS staff, the Health Service Board, members of the Evaluation Panel, or any partners or consultants of SFHSS, including but not limited to other City employees, representatives, or officials, regarding the RFP. Respondents are precluded from issuing news releases, social media postings, media releases, or other similar public releases of information regarding the RFP or the contents herein without prior written approval from SFHSS are prohibited. Failure to adhere to the prohibition on unapproved communications may result is disqualification from the RFP.

4.7.12 Rejection of Proposal.

SFHSS reserves the right to consider as acceptable only those Proposals submitted in compliance with all the requirements set forth in this RFP, all Appendices thereto, the Questionnaire, and which demonstrate an understanding of the Scope of Services (Section 2). At its sole discretion, SFHSS reserves the right to reject any Response for reasons including, but not limited to:

- a) Collusion among two or more Respondents (including, but not limited to, Respondent's employees, consultants, officers, partners or subcontractors)
- b) Conflicts of interest;
- c) Submission of a conditional or incomplete Proposal;
- d) Failure to respond in the format required, both in content and sequence;
- e) Failure to submit the response by the specified deadline;
- f) Failure to answer any question in this RFP;
- g) Failure to meet a qualification or requirement;
- h) False or misleading statements;
- i) Non-responsive Proposal(s);
- j) Proposals submitted by a non-responsible Proposer; and/or
- k) Any other reason which, in SFHSS' opinion, the response or Proposal fails to meet the conditions and requirements of this RFP.

4.7.13 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. 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.

4.7.14 No Commissions.

No commissions will be paid, and none may to be included in any Proposal. No designation of Broker of Record (BOR) will be issued to any Prospective Respondent to procure a quotation from a health insurance entity. No override payment, volume bonuses or other indirect payments of any kind to agents or third parties are allowed in connection with this RFP.

4.7.15 Consent to Reassign Personnel.

If selected by SFHSS, Respondent shall not reassign personnel assigned to the contract during the term of the contract without prior notification to SFHSS, including Account Executive and key staff. If personnel are unable to perform duties due to illness, resignation, or other factors beyond Respondent's control, Respondent shall make every reasonable effort to provide suitable Substitute Personnel for review and approval by SFHSS.

4.7.16 Substitute Personnel.

If selected by SFHSS, Respondent shall coordinate with SFHSS regarding the selection of Substitute Personnel including from the personnel identified within the Respondent's RFP response, 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 Respondent 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.

4.7.17 Removal of Personnel.

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

4.7.18 Objections to the RFP Terms.

Should Respondent object on any ground to any provision or legal requirement set forth in this RFP, Respondent must, at least 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).

Deadline for Objections to RFP Terms: Tuesday, August 22, 2023 at 11:59 PM (PDT)

4.7.19 Campaign Reform and Prohibition on Behested Payments

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.

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; see also https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_campaign/0-0-0-47602.

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

4.7.20 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;
- 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.

4.7.21 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. See http://sfgov.org/cmd/file/371 (pages 10 and 11).

4.8 <u>Protest Procedures</u>

4.8.1 Protest of Non-Responsiveness Determination or Failure to Meet Minimum Qualifications.

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 (5th) 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 Respondent's Authorized Representative or another 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.

4.8.2 Protest of Ranking, Scoring, Recommendation to Health Service Board, or Contract Award.

Within five (5) working days of notice of final ranking, any Respondent that has submitted a responsive Proposal and believes that SFHSS has incorrectly ranked the Respondents, may submit a written notice of protest. Such notice of protest must be received by SFHSS on or before the fifth (5th) working day after notice of final ranking.

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.

4.8.3 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 must be delivered via email with delivery receipt requested to:

Michael Visconti
Contracts Administration Manager
San Francisco Health Service System
michael.visconti@sfgov.org

With copies sent to (cc:): abbie.yant@sfgov.org; gustin.guibert@sfcityatty.org

Protests or notice of protests made orally, by U.S. Postal Service or common carrier, by messenger or by any other means than via email as required above, will not be considered or accepted by SFHSS.

RFP Appendix A – Vendor Pricing Form

Respondents are asked to submit a cost quote for the first year of service as well as the next four (4) years.

- Please list all assumptions that factor into the quoted cost and insert additional rows as necessary.
- Any incidental costs, fixed, costs, and/or fees shall be clearly identified and segregated.
- If the hourly rate for the Project Manager and/or Key Staff is excluded from the above per-unit pricing, clearly identify the estimated hours for each deliverable.

			Annual Cost				
Deliverable	Rate	Description	Year 1	Year 2	Year 3	Year 4	Year 5
1. Services Prior to Go-Live			\$	\$	\$	\$	\$
2. DPP Program Services			\$	\$	\$	\$	\$
3. Wrap-around Services			\$	\$	\$	\$	\$
4. Program Materials			\$	\$	\$	\$	\$
5. Communications & Marketing			\$	\$	\$	\$	\$
6. Evaluation & Reporting			\$	\$	\$	\$	\$
7. Other Fees & Costs			\$	\$	\$	\$	\$
8.			\$	\$	\$	\$	\$
9.			\$	\$	\$	\$	\$
		Total	\$	\$	\$	\$	\$

RFP Appendix B – Standard Agreement

See SFHSS Requests for Bids, Quotes, Proposals and Qualifications (https://sfhss.org/RFPs) under "Change, Intervention and Diabetes Prevention Program" (RFPQHSS2023.W2).

RFP Appendix C – Business Associates Agreement

See SFHSS Requests for Bids, Quotes, Proposals and Qualifications (https://sfhss.org/RFPs) under "Change, Intervention and Diabetes Prevention Program" (RFPQHSS2023.W2).