

**City and County of San Francisco
Office of Early Care & Education**



Notice of Funding Availability (NOFA) # 774

**INTERAGENCY PLAN IMPLEMENTATION COMMITTEE (IPIC)
CAPITAL NEW DEVELOPMENT GRANT
(EASTERN NEIGHBORHOODS)**



Date issued: September 21, 2017

Response due: October 16, 2017 through May 1, 2018

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- A. Eastern Neighborhoods Area Plan Map
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I. Introduction and Schedule

A. General:

The San Francisco Office of Early Care and Education (OECE) in partnership with the San Francisco Human Services Agency (SF-HSA) is making funding available to qualified early care and education operators, within the Eastern Neighborhoods area plan boundaries, to increase the number of early care and education slots for 0-5 year olds available to San Francisco families.

The Interagency Plan Implementation Committee (IPIC) is coordinated by the San Francisco Planning Department and is responsible for prioritizing projects and funding, and coordinating ongoing planning efforts for designated neighborhood zones of development. The IPIC Capital New Development Grant contributes to the planning and development of viable, well-designed early care and education facilities within specific neighborhood Area Plans as identified by the City and County of San Francisco's General Plan. The Low Income Investment Fund (LIIF) administers the IPIC Capital New Development Grant as part of the Child Care Facilities Fund (CCFF).

The grant, funded by neighborhood Area Plan development impact fees, may fund an expansion of an existing program in a neighborhood, or fund (or partially fund) the construction of a brand new facility. The criteria for funding requires that at least 20% of any additional slots provided as a result of this funding will be made available solely to children from low/moderate income households.

This IPIC Capital New Development Grant application is specific to the **Eastern Neighborhoods** area plan. Please refer to Appendix A for a map detailing the boundaries of this area plan.

Funding is provided by the City and County of San Francisco.

B. Schedule

The anticipated schedule for selecting respondents:

NOFA issued by the City
Applications Due

September 21, 2017
October 16, 2017 through May 1, 2018

C. Definitions

CalWORKs	California Work Opportunity and Responsibility to Kids Program
CCFF	Child Care Facilities Fund
IPIC	Interagency Planning Implementation Committee
LIIF	Low Income Investment Fund
OECE	Office of Early Care and Education

II. Funding Availability and Grant Terms

Total amount of Eastern Neighborhoods IPIC Capital New Development Grant funding available:
\$1,634,400.

Grant applications for funding for capital development are due beginning October 16, 2017 through May 1, 2018, with grants up to \$350 per square foot for every new child care licensed slot created. (Community Care Licensing requires 35 sq. ft. per child indoor space and 75 sq. ft. per child outdoor space. However, OECE and LIIF/CCFF recommends 75 sq. ft. per child for both indoor and outdoor space when feasible). Grant awardee(s) will be required to operate the licensed child care space under the following terms, based on the amount of funds awarded:

- Under \$100K = 5 year commitment to provide early care and education services
- Between \$100 - \$200K = 10 year commitment to provide early care and education services
- Between \$200 - \$500K = 15 year commitment to provide early care and education services
- Between \$500 - \$750 K = 20 year commitment to provide early care and education services
- Between \$750K - \$1 M = 25 year commitment to provide early care and education services

The grant agreement shall have a tentative term from July 1, 2018 to June 30, 2021. In addition, the City shall have the option to extend the term for a period of three years, for a total six years, subject to annual availability of funds, annual satisfactory contractor performance, and need. OECE has the sole, absolute discretion to exercise this option, and reserves the right to enter into grants of a shorter duration.

III. Scope of Work

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project.

A. Specific tasks can include but are not limited to:

- Acquisition of property
- Facility and site construction or renovation costs
- Consultant(s) to assist with the project management to support the capital development and/or new licensing of the facility, or licensing modifications that increases the number of children served or otherwise meets the unmet need for

capacity (e.g., change in license from school age to preschool based on neighborhood unmet need), retention of slots

- Physical renovations which increase the number of early care and education slots of existing facilities, both interior and exterior
- Renovations or equipment to expand service to a target population, e.g. infants, toddlers, children with special needs

B. Ineligible uses include:

- Direct subsidies to families for early care and education services
- Day-to-day operating costs such as salaries and benefits of program staff, rent and food purchases
- Working capital to cover shortfalls or delays in payments from families, government agencies or other funding sources
- Program supplies (e.g., art materials) and other consumable materials such as paint, cleaning supplies, paper, etc.
- Training expenses
- Purchase of televisions, DVD players/recorders, or related equipment
- Vehicle or transportation expenses
- Indirect or administrative costs
- Repayment of loans or reimbursement of previously incurred expenses; and
- Any expense that does not support increasing licensed early care and education slots

IV. Submission Requirements

A. Time and Place for Submission of Response packages

Response packages must be received by 12:00 p.m., on May 1, 2018. Postmarks will not be considered in judging the timeliness of submissions. Proposals may be delivered in person and left with any Contract Manager with the Human Services Agency, Office of Contract Management at 1650 Mission Street, Suite 300, San Francisco, or mailed to:

Elizabeth Léone
Office of Contract Management
1650 Mission Street, Suite 300
San Francisco, CA 94103

Proposers shall submit one (1) original hard copy and one (1) electronic version of the proposal. Proposals that are submitted by fax will not be accepted. Both the hard copy and the electronic pdf copy must be received prior to the deadline to be considered a timely submission. Late submissions will not be considered.

If assistance is needed in filling out the application, please contact Liz Winograd, Senior Program Officer, Child Care Facilities Fund at (415) 489-6127.

You must submit the electronic version of the proposal to Elizabeth.leone@sfgov.org.

B. Content

Agencies interested in responding to this NOFA must include the NOFA application form. (Appendix B attached)

All agencies submitting proposals for funding must provide a *Minimum Qualifications Narrative* describing in detail how the proposing agency meets each of the aforementioned Minimum Qualifications. Any proposals failing to demonstrate these qualifications will be considered non-responsive and will not be eligible for proposal review or award of grant. (Up to 3 pages)

V. Minimum Qualifications and Selection Criteria

A. Minimum Qualifications

- Located in the City and County of San Francisco
- Currently or will be located within the **Eastern Neighborhoods** area development site identified by the City’s General Plan (Please refer to attached Area Plan map – Appendix A)
- Serves or will serve families who reside or work in the City and County of San Francisco
- A nonprofit, 501(c)(3) organization or have a 501(c)(3) fiscal sponsor (Head Start programs are eligible). For profit licensed agencies may apply if the requirement of serving low and moderate income families is met
- Hold an existing child care license or will apply for a new/revised one which will result in the creation of new early care and education slots
- Are in good standing with the California Department of Social Services Community Care Licensing Division if increasing slots in an existing program
- Serves or will serve children under the age of five (5) years
- Demonstrate that a minimum of 20 % of the children to be served in the early care and education program are from low/moderate income households. For the purposes of this NOFA, low/moderate income is defined by 110% of Area Median Income (AMI). Please refer to the table below for AMI income eligibility levels:

Definition of low to moderate income: 110% Area Median Income.

Family Size	2	3	4	5	6	7	8
Annual Income	\$101,700	\$114,150	\$126,850	\$136,950	\$147,150	\$157,250	\$167,400

Source: HUD

http://sfmohcd.org/sites/default/files/Documents/MOH/Asset%20Management/2017%20AMI-IncomeLimits-HMFA_04-21-17.pdf

B. Selection Criteria

The selection process will include an initial screening of the responses, based on the minimum qualifications. All qualified written responses will then be evaluated by the technical review panel. The city reserves the right to conduct oral interviews as part of the evaluation process, if deemed necessary. If the OECE opts to conduct interviews to assess respondents’ ability to provide the services, the OECE may elect to interview only the most qualified respondents if the number of responses is high (based on the minimum qualifications). The final selection, based upon the written application (and possibly an interview) will be made by the members of the Child Care Facilities Interagency Committee.

The City intends to evaluate the applications generally in accordance with the criteria itemized below.

- The applicant must increase the number of early care and education slots in the Eastern Neighborhoods area development site identified in the grant (20% of total slots in the early care and education program must serve children from low/moderate income households)

- The applicant must demonstrate the viability of the early care and education operation for the term of the grant (from 5–30 years), for example, submission of audited financial statements, lease, secured deed of trust, budget, business plan financials, etc.
- The applicant must demonstrate that the grant funds are necessary to undertake or complete the project
- The applicant must provide evidence that it has control of the designated early care and education site for the term of the grant, e.g. building purchase or secured lease
- The applicant will agree to participate in the City’s Quality Rating and Improvement System (QRIS), including site-based quality assessments and the development of quality improvement plans

C. Funding Priorities

- Center is located in the **Eastern Neighborhoods** area development site
- Facilities that demonstrate long-term sustainability beyond the term of the grant
- Center provides evidence that the new or expanded program will provide access to children from low/moderate income and/or CalWORKs families
- Early care and education slots to be created or preserved will serve infants (age 0 to 18 months)
- Early care and education slots to be created or preserved will serve children with special physical or mental health needs, and/or considered to be ‘at-risk’
- Higher priority will be given to applicants serving a greater number of low/moderate income families, and/or CalWORKs, homeless or at-risk families, and who accept referrals for the enrollment of City subsidized children

VI. Contract Award and Monitoring

A. Contract Award

The OECE will select applicants with whom OECE staff shall commence grant negotiations. The selection of any response shall not imply acceptance by the City of all terms of the response, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory contract cannot be negotiated in a reasonable time the OECE, in its sole discretion, may terminate negotiations with the applicant agency or agencies.

The grantee must sign a grant agreement and must fulfill all the terms of that agreement, including but not limited to:

- Maintaining a child care license in good standing
- Spending the grant funds according to the budget in the application
- Submitting a Use of Funds Report detailing how the funds were used
- Submitting an Annual Report each year during the term of the grant; and
- Such other and further general provisions as OECE, LIIF/CCFF or the San Francisco Child Care Facilities Interagency Committee may require (including, but not limited to applicable provisions from the City Administrative Code dealing with Disadvantaged Business Enterprise; Nondiscrimination; Minimum Compensation and the provision of Health Care coverage)

If the grantee defaults on any of the terms of the grant agreement during the term of the grant, the total amount of grant funds will be due and payable to LIIF/CCFF.

B. Monitoring

- Annual monitoring will be conducted by representatives of the City and County of San Francisco and LIIF/CCFF
- Annual monitoring reports will be completed to determine that selected early care and education facilities continue to meet the eligibility and criteria for funding for the term of the grant
- Centers must continue to demonstrate that a minimum of 20 % of the total number of children served in the early care and education program are from low/moderate income households
- Review copy of child care license(s) if a new or revised license has been issued during the fiscal year
- Review most recent audited financial statement, tax return or annual program budget
- If a facility awarded a grant is vacant for over a period of 6 months during the term of the grant, the City and County of San Francisco will determine continued eligibility of the applicant's grant status
- If an operator fails to meet monitoring requirement eligibility and criteria during any part of the 5-30 year term of the grant, grantee will be considered in default and grant funds will be due and payable to LIIF/CCFF. Agreement terms may be amended by LIIF/CCFF to cover long or delayed construction periods.

VII. Terms and Conditions for Receipt of Applications

A. Errors and Omissions in NOFA

Applicants are responsible for reviewing all portions of this NOFA. Applicants are to promptly notify the Department, in writing, if the applicant discovers any ambiguity, discrepancy, omission, or other error in the NOFA. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of applications. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding NOFA

Inquiries regarding the NOFA and all oral notifications of intent to request written modification or clarification of the NOFA must be directed to:

Elizabeth Léone elizabeth.leone@sfgov.org

C. Objections to NOFA Terms

Should a applicant object on any ground to any provision or legal requirement set forth in this NOFA, the applicant must, not more than ten calendar days after the NOFA is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of an applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The Department may modify the NOFA, prior to the application due date, by issuing Change Notices, which will be posted on the website. The applicant shall be responsible for ensuring that its application reflects any and all Change Notices issued by the Department prior to the application due date regardless of when the application is submitted. Therefore, the City recommends that the applicant consult the website frequently, including shortly before the application due date, to determine if the applicant has downloaded all Change Notices.

E. Term of Application

Submission of an application signifies that the proposed services and prices are valid for 180 calendar days from the application due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Application

An applicant may revise an application on the applicant's own initiative at any time before the deadline for submission of applications. The applicant must submit the revised application in the same manner as the original. A revised application must be received on or before the application due date.

In no case will a statement of intent to submit a revised application, or commencement of a revision process, extend the application due date for any applicant.

At any time during the application evaluation process, the Department may require a applicant to provide oral or written clarification of its application. The Department reserves the right to make an award without further clarifications of applications received.

G. Errors and Omissions in Application

Failure by the Department to object to an error, omission, or deviation in the application will in no way modify the NOFA or excuse the vendor from full compliance with the specifications of the NOFA or any contract awarded pursuant to the NOFA.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by an organization in responding to this NOFA. Submissions of the NOFA will become the property of the City and may be used by the City in any way deemed appropriate.

I. Applicant's Obligations under the Campaign Reform Ordinance

Applicants must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If an applicant is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the applicant is prohibited from making contributions to:

- the officer's re-election campaign
- a candidate for that officer's office
- a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Notice of Funding Availability, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

1. **Criminal.** Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
2. **Civil.** Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.
3. **Administrative.** Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

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

J. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to NOFAs and all other records of communications between the City and persons or organizations seeking contracts shall be open to inspection immediately after a contract has been awarded by the Human Services Commission. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If an applicant is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the applicant must comply with Chapter 12L. The applicant must include in its application (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to applicant's meetings and records, and (2) a summary of all complaints concerning the applicant's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the applicant shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in applicant's Chapter 12L submissions shall be grounds for rejection of the application and/or termination of any subsequent Agreement reached on the basis of the application.

L. Reservations of Rights by the City

The issuance of this NOFA does not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, application, or application procedure;
2. Reject any or all applications;
3. Reissue a Notice of Funding Availability;
4. Prior to submission deadline for applications, 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 NOFA, or the requirements for contents or format of the applications;
5. Procure any materials, equipment or services specified in this NOFA by any other means; or
6. Determine that no project will be pursued.

M. No Waiver

No waiver by the City of any provision of this NOFA shall be implied from any failure by the City to recognize or take action on account of any failure by an applicant to observe any provision of this NOFA.