



City and County of San Francisco
Department of Homelessness and Supportive Housing

Request For Proposals (RFP)
Supportive Housing Property Management
RFP# HSH2018-115 (RFP#115)
Contact: Kimberley.Norman@sfgov.org

Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites proposals from qualified Proposers to provide Property Management services at permanent supportive housing sites in San Francisco, beginning July 1, 2019.

Schedule¹

RFP issued	November 8, 2018
Registration for Pre-Proposal Conference	November 14, 2018, 5:00 pm
Pre-Proposal Conference ²	November 15, 2018, 10:30 am
RFP Questions Deadline ³	November 19, 2018, 5:00 pm
RFP Answers and Clarifications Published	November 28, 2018
Proposals Due	December 12, 2018, 12:00 pm
Intent to Award Notification	February 5, 2019
Contract Commences	July 1, 2019

RFP Questions and Communications

Interested parties are directed **not** to contact any employees, agents or officials of the City other than those specifically designated in this RFP. Unauthorized contact may be cause for rejection of proposals at the City's sole and absolute discretion. All questions must be submitted by e-mail to Kimberley.Norman@sfgov.org by the RFP Questions Deadline.

¹ Dates are subject to change. Check [Office of Contract Administration website](#) for latest schedule. Click on the "Consultants and Professional Services" link and then the link for this RFP.

² Pre-Proposal Conference in-person attendance is recommended. See Section 3. Pre-Proposal Information for more information.

³ No questions will be accepted after the RFP Questions Deadline with the exception of Proposer-specific City vendor compliance form questions.

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1. Background

A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites proposals from qualified Proposers to provide Property Management services to formerly homeless adults and/or older adults at City-funded supportive housing sites in San Francisco, beginning July 1, 2019. The goals of these services are to provide a clean and safe housing site, support the residents who have a history of homelessness and other challenges in stabilizing and maintaining their housing, and develop a respectful and healthy community living environment.

HSH intends to make multiple awards through this procurement process to Proposers selected as the most qualified and whose responses conform to the RFP and meet the City's requirements. At this time, it is estimated that \$5,033,000 is available annually for six buildings. Actual awarded amounts may vary, depending upon service and project needs at the City's sole and absolute discretion.

HSH may extend these agreements for a total term not to exceed ten years and increase agreement amounts in accordance with City rules and regulations. Actual agreement terms and amounts are subject to funding availability, proposals, Awarded Provider agreement negotiations, and provider performance, as well as future needs.

B. Terms and Acronyms Used in this RFP

Term	Definition
Access Point (AP)	Localized points of community entry into San Francisco's Homelessness Response System (HRS). Operated by approved non-profit service providers. Families, adults, and youth experiencing homelessness can obtain Coordinated Entry services at geographically diverse APs. The AP staff will assess households for service needs and eligibility and perform prioritization and referrals to appropriate resources.
Adult	An individual or couple 18 years old or older without the custody of minors below 18 years of age. Couples consist of two adult individuals who are married, in a domestic partnership, or who can provide documentation of an established partnership.
Contract	The binding legal document resulting from this RFP process. Contracts may also be referenced as "agreements" in this RFP.
Coordinated Entry (CE)	Organizes the Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method that directs residents to the appropriate resources and allows for data-driven decision-making and performance-based accountability. Coordinated Entry in San Francisco is organized to serve three subpopulations: Adults, Family, and Youth, through Access Points, described above.
Critical/Significant Incident Report	Awarded Providers are required to follow HSH protocol regarding emergency notification and submission of Critical/Significant Incident Reports to HSH.
Department of Homelessness and Supportive Housing (HSH)	The City and County of San Francisco's Department of Homelessness and Supportive Housing (HSH), the sponsor of this RFP. HSH may also be referenced as "Department" in this RFP.

Term	Definition
Direct Access to Housing (DAH)	Direct Access to Housing (DAH) refers to a permanent supportive housing program starting in 1999, with a high level of support services staffing to serve adults experiencing homelessness with complex medical, mental health and/or substance use diagnoses. Because HSH manages other PSH with similar staffing levels, the term DAH is being phased out as a distinct program name as Coordinated Entry is rolled out. Instead, there will be a new nomenclature to describe staffing levels that will encompass all of the Department's permanent supportive housing programs.
Harm Reduction Model	Abstinence from drugs or alcohol is not a pre-requisite for access to services nor required for continued access or eligibility for services. Harm-reduction consists of working with residents to set realistic goals that support them in reducing high-risk substance use behaviors.
Health Insurance Portability and Accountability Act (HIPAA)	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) established national standards for the protection of private health information.
Homelessness Response System (HRS)	The overall system of services to address homelessness managed by HSH. Guided by the Department's Strategic Framework, the system helps people exit homelessness by getting a house key into their hands as quickly as possible.
Housing Quality Standard (HQS)	The minimum quality criteria established by HUD that are deemed necessary for the health and safety of program participants. Housing facilities receiving HUD funding must meet these criteria and are subject to inspection.
HUD	U.S. Department of Housing and Urban Development.
Local Operating Subsidy Program (LOSP)	As part of San Francisco's Local Operating Subsidy Program (LOSP), the City pays the difference between a provider's cost of operating a housing facility and the amount of revenue the provider receives for that facility.
Master Lease	Lease between an Awarded Provider or City and the Owner/Landlord of a building that specifies the obligations of both parties, including payments to the owner.
Older Adult	An adult aged 55 years and older. Minimum age requirements for programs serving older adults may vary based on funding source.
Online Entry Navigation System (ONE System)	The ONE system is the data system used for all housing and services for people experiencing homelessness in San Francisco. The ONE System is a resident level database that is used system-wide to track all HSH related services and housing placements. The implementation of the ONE System is ongoing.
Permanent Supportive Housing (PSH)	A locally and federally-funded program that provides long-term affordable, subsidized housing and support services to people exiting chronic homelessness.
Property Management	The management of the residential facility, including oversight of the property's maintenance, janitorial and repair services; supervision of Property Management, janitorial, and maintenance staff; coordinating intake of potential tenants; handling the signing of lease agreements and other tasks related to the placement process; handling complaints; emergencies and lease violations; rent collection and tenancy records; evictions; and room preparations between tenants and move-outs. Property Management is required to coordinate and collaborate with support services staff.

Term	Definition
Proposer	Any entity submitting a proposal to this RFP.
Resident	An individual or couple that uses program services.
RFP	Request for Proposals.
Strategic Framework	The HSH Five-Year Strategic Framework provides a roadmap for reducing homelessness in San Francisco and making it a rare, brief, and one-time occurrence.
Support Services	Services that help a resident establish and maintain stable long-term housing and service connections, including intake and assessment, case management, benefits counseling and advocacy, referrals, and coordination with Property Management. These services help residents meet personal goals and achieve maximum benefit from HSH program participation. Property Management is required to coordinate and collaborate with support services staff.
Tenant	An individual who is a legal resident (i.e. signed a lease agreement with the supportive housing provider for a housing unit funded by HSH).
Awarded Provider	Any Proposer awarded contract(s) for services under this RFP.
Third Part Rent Payment Services	An agreement between tenants and a third party where the third party pays rent directly to the Awarded Provider for housing. This includes Modified Payment Programs and Representative Payee services. Residents may be required to enroll in Third Party Direct Rent Payment Agreements prior to signing a lease.

C. Overview of HSH’s Strategic Framework and Statement of Need

In October 2017, HSH published its Strategic Framework, which lays out the Department’s vision and top priorities for significantly reducing homelessness in San Francisco by the end of 2022. It describes the key elements of a Homelessness Response System (HRS) designed to curb homelessness and look at each of the three primary groups experiencing homelessness in San Francisco—adults, families with children, and youth—and what is needed to better meet the unique needs of each.

The Framework seeks to align existing and new programs within a system that treats homelessness as an emergency to be responded to quickly and effectively. To effectively implement this system-wide approach, all resources and programs must employ consistent, compassionate, and common-sense strategies with measurable goals. Using the HRS, HSH and its partners will match resources to needs and ensure that those with the greatest challenges receive targeted assistance. Data and accountability will be built into the system. The strengths and dignity of people who are experiencing homelessness will be elevated throughout the system. Proposers are encouraged to familiarize themselves with the Framework, which can be found at hsh.sfgov.org.

D. Overview of HSH’s Homelessness Response System (HRS)

The HRS is the overall network of services to address homelessness managed by HSH. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. The system helps people exit homelessness by getting a house key into their hands as quickly as possible. Core components of the HRS include: Coordinated Entry (CE), Street Outreach, Problem Solving, Temporary Shelter, Housing, and Housing Ladder.

CE is a key component of this response system. CE is a consistent, community-wide intake process to match people experiencing homelessness to available community resources that are the best fit for their situation. CE includes a clear set of entry points, a standardized method to assess and prioritize

people needing assistance, and a streamlined process for rapidly connecting people to a housing solution that best meets their needs.

CE will fully integrate into the Online Navigation and Entry (ONE) System, San Francisco's implementation of the Homeless Management and Information System (HMIS). The assessment will build upon the standard intake and be entered directly into ONE and referrals to transitional and permanent housing will be made through the ONE System.

CE Access Points, which serve as the community connector to the HRS, offer direct services or provide referrals to services that assist eligible San Francisco households in resolving their homelessness or housing crisis. Access Points have four primary functions: 1. eligibility screening for services; 2. Problem Solving to avoid entering the public shelter system; 3. housing assessment and navigation to prioritize households based on living situation and vulnerabilities; and 4. matching to determine eligibility for available housing opportunities and referral to housing site(s) based on eligibility and assessment results.

This coordinated process will dramatically reduce the burden placed on people experiencing homelessness by removing the necessity to seek assistance from multiple agencies separately and instead streamline access to all the resources in the HRS.

E. Funding Sources

The sources of funding may include federal, state, and local funds. Payment for all services provided in accordance with provisions under this RFP shall be contingent upon the availability of funds for these services. The City shall not be required to fund any definite units of services nor does the City guarantee any minimum amount of funding for the services described in this RFP.

2. Scope of Work

This Scope of Work is a general guide to the work the City expects Awarded Providers to perform, and is not a complete listing of all services that may be required or desired.

A. Target Populations

Awarded Providers shall serve one or more of the target populations described in this section. All target population categories consist of both new and continuing residents, including individuals enrolled in the City's Direct Access to Housing (DAH)⁴ program.

Awarded Providers may serve residents who have been turned away by other programs due to mental health issues, drug and/or alcohol problems, a history of domestic violence, bad credit and/or eviction histories and/or accumulated debts, and who need additional support to remain in permanent housing.

Residents may live with one or more disabilities, such as chronic illness, substance abuse, or mental illness that do not require 24-hour care and supervision. Residents will be generally eligible for General Assistance, Supplemental Security Income (SSI), or Disability Benefits.

Residents may be enrolled in local, state or federal programs that provide rental or operating subsidies and support services, such as San Francisco's Local Operating Subsidy Program (LOSP) or programs funded by the U.S. Housing and Urban Development (HUD). Awarded Providers are advised that

⁴ DAH is being phased out as a distinct program name as Coordinated Entry is rolled out.

eligibility criteria and/or service and reporting requirements may differ for residents enrolled in these programs.

Adults

Awarded Providers shall serve formerly homeless adults, ages 18 and over, without the custody of minors below 18 years of age. Adult residents are low-income and may suffer from mental illnesses, substance use challenges, physical disabilities, developmental disabilities, HIV/AIDS, and/or other chronic health conditions.

Older Adults

Awarded Providers shall serve older adults who have a history of chronic homelessness, living on the streets or in emergency shelters, or are otherwise marginally housed. Minimum age requirements for participation in older adult programs may vary by program type and/or funding source, but generally begin at 55 or 62.

B. Referrals and Prioritization

Awarded Providers shall serve one or more target populations who meet HSH-established eligibility requirements and are referred by HSH’s CE Access Points established to serve the target population.

Eligibility criteria for supportive housing programs may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria and/or the ability to live independently within the structure of the housing program. Residents that meet eligibility criteria for supportive housing programs are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

The HRS and CE for all populations are in development. As these are developed and adopted, policies and procedures will evolve. As appropriate, Awarded Providers will be included in the development and adoption of relevant policies and practices and are strongly encouraged to actively engage in the process.

C. Program Sites

Awarded Providers shall provide Property Management services at pre-determined supportive housing sites located throughout San Francisco. The housing sites are renovated Single Room Occupancy (SRO) hotels that are Master Leased by the City. The **Table of Program Sites** below lists the locations and target populations of the buildings covered by this RFP.

Table of Program Sites

Program Site	Target Population	Total Number of Units to be Served⁵
124 Turk Street San Francisco, CA 94102	Adults	55
144 Eddy Street San Francisco, CA 94102	Adults	89
730 Eddy Street San Francisco, CA 94109	Older Adults	86

⁵ Program services for these units are supported by operating and rental subsidies from various funding sources, including the City’s Local Operating Subsidy Program (LOSP) and other General Fund assistance.

Program Site	Target Population	Total Number of Units to be Served ⁵
520 Jones Street San Francisco, CA 94102	Adults	75
2176 Mission Street San Francisco, CA 94110	Adults	54
238 Eddy Street San Francisco, CA 94102	Adults	91

D. Description of Program Services

Awarded Providers shall provide Property Management to one or more of the target populations described above. These services are essential to maintaining a safe, clean and secure housing environment where residents may reside and participate in support services. Property Management services shall include, but are not limited to:

1. Stewardship of the Master Lease
 - a. Awarded Providers shall maintain stewardship of the Master Lease on behalf of HSH and coordinate with the property's owner on regular maintenance items.
 - b. Awarded Providers shall coordinate and manage regular asset management meetings, on a schedule to be determined with HSH Real Estate staff, to be attended by HSH Real Estate staff, the HSH Program Manager, and Awarded Provider to address ongoing capital needs, property owner's Obligations, changes to the Approved Sublease, and other issues as per the Master Lease.
2. Program Applicant Selection and Intake: Awarded Providers shall follow the processes agreed upon by Awarded Provider, HSH, property owner, housing subsidy administrators, and/or other entities involved with referrals.
3. Residential Lease Set-Up: Awarded Providers shall draft, provide and sign a rental agreement with each resident at the time of move-in. The agreement shall include House Rules and other pertinent Lease Addenda. Awarded Providers are also expected to review their Grievance policies and procedures and HSH policies and procedures, such as the Wellness Check Policy, with residents at the time of lease signing.
4. Collection of Rents, Security Deposits, and Other Receipts: Awarded Providers shall collect and process rent and other housing-related payments made by program residents.
 - a. Awarded Providers shall communicate and coordinate with local, state and/or federal agencies, as needed to process rental subsidies.
 - b. For residents paying a portion of their income towards rent, Awarded Providers shall assist with payment arrangements and comply with HSH or other requirements governing how much residents are required to pay.
 - c. For programs that require residents to enroll in third party rent payment services, Awarded Providers shall complete and submit referral paperwork to the agency providing the service and notify HSH of any problems with the arrangement.
5. Annual Resident Re-certification: When required, Awarded Providers shall re-certify resident income after each year of residence. This is generally done on the anniversary of a resident's move-in date.
6. Lease Enforcement, Written Notices and Eviction Prevention:

- a. Awarded Providers shall provide written notice or warning to residents to notify them of any issue that may affect ongoing tenancy including, but not limited to, failure to pay rent on time or in full, violations of house rules and actions that are in violation of the rental agreement.
 - b. When necessary, Awarded Providers shall provide notice to residents of any actions related to the eviction process in accordance with laws in effect in San Francisco.
 - c. Awarded Providers shall work with residents, in conjunction with support services, to resolve issues that put residents at risk of eviction.
 - d. Awarded Providers are to copy the support services team on all of these communications.
7. Building Service Payments: Awarded Providers shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
 8. Building Maintenance: Awarded Providers shall maintain the facility in sanitary and operable condition, post protocol and forms for resident requests for maintenance or repairs, and respond to requests in a timely manner. Building maintenance shall include the following services:
 - a. Janitorial services in common areas, offices, and shared-use restroom and shower facilities;
 - b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
 - c. Pest control services, as needed;
 - d. Maintenance and repair of facility systems, plumbing, electrical, safety issues;
 - e. Building security;
 - f. Preparation of apartments for resident move-in and move-out; and
 - g. Coordination of building maintenance with on-site support services staff and In-Home Support Services (IHSS) providers.
 9. Wellness Checks: Awarded Providers shall conduct Wellness Checks in accordance with HSH policy to assess a resident's safety when there is a reason to believe the resident is at immediate and substantial risk due to a medical and/or psychiatric emergency.
 10. Front Desk Coverage: Awarded Providers shall provide front desk coverage 24 hours per day, seven days per week.
 11. Record-Keeping and Reporting: Awarded Providers shall maintain confidential resident files that contain eligibility documentation, signed lease agreement and lease addenda, and documentation of rent collection and other Property Management services, including but not limited to lease violations letters, legal notices, reasonable accommodations paperwork, and incident reports as part of overall program compliance.
 12. Compliance with Regulations: Awarded Providers shall:
 - a. Coordinate with the Department of Building Inspection (DBI), the Department of Public Health (DPH), and/or other City agencies to complete all required inspections of the housing site prior the start of the program; and
 - b. Comply with requirements for ongoing facility inspections.
 - i. In the event that an Awarded Provider is given notice of building violations by DBI, DPH, or another City agency, it shall notify HSH immediately and cease accepting referrals until code violations have been cleared or specific situations have been negotiated with HSH.

Additionally, for any buildings that receive HUD funding, Awarded Providers shall:

- a. Ensure that residential buildings meet Housing Quality Standards (HQS) and pass all required HQS inspections upon unit turnover and coordinate with the subsidy administrator to schedule HQS inspections; and
 - b. Notify subsidy administrator of resident lease violations, including housing exits, in a timely manner.
13. Program Exit Planning and After-care: Awarded Providers shall alert support services staff when residents give notice to leave housing and shall keep a record of each resident's forwarding address. Awarded Providers shall collaborate with support services staff to ensure a resident's successful transition from the program, including assisting with any necessary paperwork, such as applications for the Moving On Initiative (MOI).

E. Service Requirements & Expectations

1. Best Practice & Service Approach

Awarded Providers shall incorporate best practices in homeless crisis response, as well as the concepts articulated in HSH's Strategic Framework, including:

- a. Delivery of trauma-informed care assistance to maximize self-sufficiency for people experiencing homelessness in San Francisco, to reduce the timeline from first encounter to housing placement, and ensure that households are not subject to redundant or unnecessary access barriers;
 - b. Delivery of a harm reduction model philosophy whenever possible;
 - c. Flexibility and adaptability as the system is refined;
 - d. Collaboration to build and maintain strong and effective working partnerships with the neighborhood and community services;
 - e. The ability to communicate how the system works to people experiencing homelessness, providers, and the public;
 - f. A Problem Solving approach to ending homelessness and to adopt a strengths-based and resident-centered approach to all aspects of service delivery;
 - g. Housing First principles: everyone is housing ready and there should be no barriers or service participation requirements imposed on people experiencing homeless as a condition for entering housing;
 - h. A systems-thinking approach, understanding that all the work funded by HSH is designed to streamline access to housing for households experiencing homelessness;
 - i. Strong data management capacity and a willingness to use data on a continuous basis to inform and improve practice;
 - j. Seeking and collection of feedback from residents;
 - k. Collaboration with the San Francisco HRS for continuous quality improvement;
 - l. Mindfulness about the racism and bias that has disproportionately created homelessness among people of color; members of the lesbian, gay, bisexual, transgender, and questioning (LGBTQ) community; individuals involved with justice and/or foster care systems; victims of sexual trafficking and exploitation; and people with disabilities to combat discrimination and integrate equity in staffing, staff development and training, program approach and the approach to data and outcomes; and
 - m. Limiting or eliminating administrative burdens on people experiencing homelessness in San Francisco to the maximum extent possible.
2. Awarded Providers are expected to maintain a good working relationship with support services staff, HSH, and all other agencies involved in program operations to ensure communication and coordination that supports program goals.

3. Possession of Licenses/Permits: Awarded Providers warrant the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of awarded contracts.
4. Awarded Providers shall obtain and maintain all required staff health screenings and certifications, including, but not limited to, staff Tuberculosis testing, CPR/First Aide and AED certifications.
5. Admission Policy: Admission policies for the services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that residents are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or AIDS/HIV status.
6. Grievance Procedure: Awarded Providers agree to establish and maintain a written Resident Grievance Procedure, which shall include the following elements, as well as others that may be appropriate to the services:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - c. The amount of time required for each step, including when a resident can expect a response; and
 - d. HSH Program Manager's contact information for the resident to contact after the resident has exhausted the Awarded Provider's internal Grievance Procedure.

Awarded Providers shall, at program entry, review and provide a copy of this procedure, and any amendments, to each resident over the age of 18 and obtain a signed copy of the form from the resident(s), which must be maintained in the resident's file. Additionally, Awarded Providers shall provide a copy of the procedure and any amendments to the HSH Program Manager or his/her designated agent.

7. Annual Resident Survey: Awarded Providers shall utilize a written anonymous survey of residents at least once a year to gather feedback and assess the awareness of residents regarding the services and systems within the program. Awarded Providers shall publicize the survey and offer all residents the opportunity to take it.
8. Awarded Providers shall adhere to all applicable Critical/Significant Incident policies, including those regarding relevant and appropriate emergency notifications and submission of written reports to HSH.
9. Awarded Providers shall attend all meetings as required by HSH.
10. Awarded Providers shall participate, as required by HSH, in City, State and/or Federal government evaluative studies designed to show the effectiveness of Awarded Provider services. Awarded Providers agree to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Awarded Providers within 30 working days of receipt of any evaluation report and such response will become part of the official report.

11. Awarded Providers shall maintain confidential resident files that document the services and supportive work provided for the purpose of tracking and reporting objectives and outcomes.
12. Any information shared between Awarded Providers, HSH and other providers about residents shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines. Awarded Providers shall comply with HSH policies regarding the protection of private health information as required by its Agreement with the City.
13. Awarded Providers shall establish a written Memorandum of Understanding (MOU) with support service providers, as required by HSH.
14. Awarded Providers recognize that funding for these services may be provided to the City through federal, state or private foundation awards. Awarded Providers agree to comply with the provisions of the funding sources.
15. Awarded Providers agree that funds received from a source other than the City to defray any portion of the reimbursable costs allowable under the awarded contracts shall be reported to the City and deducted by Awarded Providers from their billings to the City to ensure that no portion of the City's reimbursement to Awarded Providers is duplicated.
16. Good Neighbor Policies
Awarded Providers shall maintain a good relationship with the neighborhood, including:
 - a. Working with the neighborhood to ensure that neighboring concerns about the building are heard and addressed;
 - b. Working closely with HSH and other relevant agencies to ensure that neighborhood concerns are addressed;
 - c. Having a representative of the Awarded Provider attend all appropriate neighborhood meetings; and
 - d. Actively discouraging loitering in the area surrounding the building.

F. Service and Outcome Objectives

The purpose of objectives is to measure the quantity and quality of services provided and to assess how well these services lead to intended outcomes. Both quantitative and qualitative analysis may be applied to measure program efficiency and effectiveness. Contracts may also include objectives mandated by the funding sources.

Objectives will be measured by reported data as specified in **Section G. Reporting Requirements** and/or via program monitoring. In measuring these areas, a balance will be created between the value of the information and the time/effort required to collect the information.

1. Service Objectives

HSH will develop service objectives to describe expectations of the quantity and quality of services provided. Awarded Providers will be held accountable to meeting service objectives as they represent essential inputs tied to proposed program outcomes.

Service objectives may include:

- Number of unduplicated households to be served in a specified period;
- Number of unduplicated households that will receive specific types of services;
- Number of services provided by service type;

- Vacancy rates and length of time units remain vacant;
- Volume or quantity of services to be provided; and/or
- Timeliness or frequency of service provision.

2. Outcome Objectives

HSH will develop outcome objectives for each program to measure the change we hope to see in the residents, community, or system as a result of the program. Certain outcome objectives will be calculable using resident-level data collected from each program. HSH will clearly define outcome objectives to be reported and/or calculated in the final contracts.

Outcome objectives may include:

- Reduction in the length of time a person remains homeless;
- Long term housing stability (extent to which persons placed in supportive housing remain stably housed within a given time period);
- Reduction in the rate of returns to homelessness; and/or
- Improvements to residents' well-being and self-sufficiency.

G. Reporting Requirements

HSH is working to integrate all programs and legacy databases into the ONE System. Awarded Providers are expected to enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. HSH will not provide data uploads into the ONE System on behalf of Awarded Providers. Reporting requirements may vary by program, service type, target population and/or funding source. Awarded Providers shall submit reports in a timely manner using templates or formats specified by HSH.

1. When required by HSH, Awarded Providers shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Awarded Providers regarding the correct mechanism for sharing data.
2. When required by HSH, Awarded Providers shall provide regular reports of activities, referencing the tasks as described in the service and outcome objectives section. Reports may also include accomplishments and challenges encountered by Awarded Providers.
3. Awarded Providers shall provide Ad Hoc reports, as required by the Department, and respond to requests by HSH in a timely manner. Any information shared between Awarded Providers, HSH and other providers about tenants will be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines.

H. As-Needed Services

Subject to the City's approval, the contract awarded under this RFP may be amended in accordance with City requirements to include additional services by Awarded Providers, as needed by the City and for services related to the scope of work described in this RFP. The scope and cost of as-needed services will be negotiated.

3. Pre-Proposal Information

A. Pre-Proposal Conference Attendance and Pre-Registration

In-person attendance is recommended. To pre-register, please email Kimberley.Norman@sfgov.org with the name of your organization(s) and number of attendees by November 14, 2018, 5:00 pm.

At the Pre-Proposal Conference, HSH will provide an overview of the RFP, submission requirements, and a question and answer portion.

B. Pre-Proposal Conference Time and Location

The Pre-Proposal Conference will be held at the date and time specified below.

November 15, 2018, 10:30 am
Department of Homelessness and Supportive Housing
1360 Mission St., Ste. 200
San Francisco, CA 94103

Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Proposal Conference shall not excuse Proposers or Awarded Providers from any obligations of the contract.

C. RFP Questions Deadline

Upon conclusion of the Pre-Proposal Conference, questions or requests for interpretation will only be accepted by e-mail to Kimberley.Norman@sfgov.org until the RFP Questions Deadline, November 19, 2018, 5:00 pm.

Proposer-specific questions about compliance with the City's requirements for Providers described in **Section 9. Standard City Vendor Forms** are not subject to the above deadline and may still be asked and answered by the contact designated in this RFP.

D. RFP Answers and Clarifications

A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the Office of Contract Administration's Bid and Contracts website:

<http://mission.sfgov.org/OCABidPublication>. From the search by category, select "Consultants and Professional Services" and then the link for this RFP.

It is the responsibility of each Proposer to check for any RFP Addenda, Question and Answer postings, and other updates posted regarding this RFP.

4. Proposal Submission Requirements

A. Time and Place for Submission of Proposals

Proposals and all related materials (completed Appendices 1 and 2 comprising the Proposal Package), both in electronic and hard copy format as detailed below, must be received by December 12, 2018, 12:00 pm.

1. Electronic PDF Proposals

Proposers shall submit one electronic PDF file of the Appendix 1: Proposal Template and one PDF file **and** one Excel file of the Appendix 2: Budget Template Workbook and a PDF of the Cost Allocation Plan to Kimberley.Norman@sfgov.org. The electronic file title should include the RFP number and the Proposer name.

2. Hard Copy Proposals

Proposers shall deliver or mail five hard copies of proposals to:

Kimberley Norman

Department of Homelessness and Supportive Housing
1360 Mission Street, Suite 200
San Francisco, CA 94103

Postmarks will not be considered in judging the timeliness of submissions. Proposals submitted solely by e-mail will not be accepted. Proposals submitted by fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or email delivery failure. Supplemental documents or revisions after the Proposals Deadline will not be accepted.

B. Proposal Submission Format

Proposers must submit a Proposal Package using RFP Appendices 1 and 2 (Proposal Template and Proposal Budget Forms), in the order and format specified. This is necessary so that all proposals can receive fair and consistent evaluation. Proposals that do not follow the required format will not be considered. Information must be at a level of detail that enables effective evaluation by the Evaluation Panel. All Proposers must ensure that the proposal addresses selection criteria for Awarded Providers in **Section 5 - Selection of Awarded Providers**.

Proposers must print double-sided to the extent possible and bind proposals copies with a binder clip, rubber band, or single staple. Proposal Packages **must not** be submitted in a binder, bound with spiral binding, or anything similar. It is preferred that text is unjustified (i.e., with a ragged-right margin) using Times New Roman 12 font.

C. Proposal Contents

Proposers must complete and submit the Proposal Package, comprised of Appendix 1: Proposal Template, Appendix 2: Budget Template Workbook, and any requested attachments.

Using Appendix 1: Proposal Template, Proposers must complete/provide the following:

1. Proposal Cover Page

1.1 Proposer Information: Organization Name, Federal ID Number, Address, Director and Contact Name, Email and Phone, Annual Proposed Budget Amount, Subcontractor Information, Site(s) Proposing to Serve

1.2 Certifications

2. Minimum Qualifications

The Proposer must demonstrate that it meets all of the Minimum Qualifications. The Proposer must include the prior or current program name; funder name; funder contact name, title and email; and the start/end dates. If a Subcontractor will be used, the Proposer must identify the Subcontractor and how it meets the Minimum Qualifications.

2.1 At least five years of experience providing Property Management services within the past seven years; and

2.2 **For each target population Proposer is proposing to serve based on site(s)** (e.g. Adults, Older Adults), at least five years of experience working with the target population(s) within the past seven years.

3. Organizational Capability and Experience

In no more than eight pages, Proposers must provide responses to the following:

- 3.1 Describe agency's experience delivering Property Management services; and the agency's organizational capability and infrastructure to deliver the services described in the RFP.
- 3.2 For each target population Proposer is proposing to serve based on site(s) (e.g. Adults, Older Adults), describe the agency's experience working with the target population(s) based on proposed site(s). Failure to address all proposed target populations may be considered non-responsive.
- 3.3 Describe the agency's experience working with diverse individuals, including Black, Latino and LGBTQ adults and agency's experience providing responsive services. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery.
- 3.4 Describe the agency's experience in harm reduction and trauma-informed care.
- 3.5 Describe the agency's experience using data to make decisions and to continually improve services.

4. Program Plan

In no more than six pages, Proposers must provide responses to the following:

- 4.1 Describe the agency's plan to provide the Property Management services required at the proposed site(s); and make note of any challenges and barriers that may arise; and how the agency plans to mitigate such issues, including how it plans to ensure continuity of services for program residents.
- 4.2 Describe the agency's plan to integrate best practices and HSH's Strategic Framework into services.
- 4.3 Describe agency's proposed staffing structure and coverage, including brief job descriptions, qualifications, and training.
- 4.4 Describe the agency's plan to solicit resident feedback; and how the feedback will be reported to HSH and incorporated into the program.

5. Budget Workbook

- **For each building the Proposer is proposing to serve, complete and provide one Appendix 2: Budget Template Workbook.**
 - The budget must be cost effective, include detailed and accurate information and budget narrative.
 - The budget forms are in Excel spreadsheets with existing formulas. Please only complete the yellow highlighted section. If additional rows are added, please ensure formulas are not adversely impacted. There are five sections in the budget workbook: Summary, Salaries, Operating, Capital Expenditures, and Budget Narrative.
- 5.1 Using the Appendix 2: Budget Template Workbook, Proposers must list direct expenses for all proposed costs from July 1, 2019 to June 30, 2022 using the Salary, Operating and Capital tabs, as appropriate.
 - Complete the highlighted yellow portions, as other sections contain formulas.
 - Salaries, Operating and Capital Expenditure are direct costs and must be clearly and easily attributable to the program.
 - Indirect rates are not allowable on Subcontractor indirect or capital expenditures, aid payments, other direct voucher payments, or any stipend, subsidy or expense paid on behalf of a resident (i.e., security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list.
 - If applicable, attach a separate detailed Subcontractor budget using the standard HSH format if there is a Subcontractor arrangement made under the terms of the contract.

Provide a brief explanation of the Subcontractor arrangement, as well as a budget breakdown. Please note the total Subcontractor budget amount should appear on the Operating tab under the Subcontractor section.

5.2 Complete the Budget Narrative tab, to clearly explain the basis for each expense listed on the Salaries, Operating and Capital Detail tabs, as appropriate.

- The Budget Narrative provides detailed information and calculations supporting the amount allocated to each budget line item.
- Proposers must detail all mathematical computations for each line item and show how the total dollar amount was derived, e.g., the annual salary for each position multiplied by the full-time equivalent (FTE), the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the contract term, etc.
- For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the FTE, the percentage of FTE allocated to the activity, the salary per month, the salary per annum, and the mathematical computation used to arrive at the total dollar amount. Please add rows as needed.

5.3 Attach a Cost Allocation Plan.

- A Cost Allocation Plan is required. Proposers should follow cost allocation guidelines for nonprofit entities, as applicable, that largely follow those described by Generally Accepted Accounting Principles (GAAP) and in Federal OMB Circular A-122. The plan should include how indirect costs were calculated. A proposal submitted without a Cost Allocation Plan may be considered non-responsive.

5. Selection of Awarded Providers

This section describes the guidelines used for analyzing and evaluating the proposals. It is the City's intent to select the Proposer for contract negotiations that will provide the best overall service package to the City. Proposer(s) selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the City's right to solicit contracts or grant agreements for similar or identical services.

A. Minimum Qualifications

The Proposer must clearly demonstrate that it meets the Minimum Qualifications to be considered for evaluation. The Proposer's responses to Minimum Qualifications in RFP Appendix 1 will be reviewed on a pass/fail basis to determine eligibility for proposal evaluation only.

The Minimum Qualifications determination will be solely based on the information submitted by the Proposer. Insufficient or incomplete information will result in a proposal being considered non-responsive. Responses of "to be provided upon request" or "to be determined" or "Confidential" or the like, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable. Any proposal that does not demonstrate that the Proposer meets the Minimum Qualifications for the contract to which it is applying will be issued a notice of non-responsiveness and may not be evaluated or eligible for contract award under this RFP.

The City reserves the right to request clarifications from Proposers prior to rejecting a proposal for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Proposer and will not provide a Proposer the opportunity to revise or modify its proposal.

B. Proposal Evaluation (100 total possible points)

HSH intends to award contracts to providers that it considers will provide the best overall program services at a reasonable pricing structure. HSH reserves the right to accept other than the lowest priced

offer and to reject any proposals that are not responsive to this RFP. If more than one proposal per site is received, proposals will be evaluated by an Evaluation Panel. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

Organizational Capability and Experience (44 points)

- The agency clearly demonstrates that it has the experience, organizational capability and infrastructure to successfully provide Property Management services. (10 points)
- The agency clearly demonstrates that it has experience with and understands the issues faced by the target population that Proposer is proposing to serve based on site(s) (e.g. Adults, Older Adults). (8 points)
- The agency clearly demonstrates that it has successfully provided responsive services to diverse individuals, including Black, Latino and LGBTQ adults. (10 points)
- The agency clearly demonstrates that it has experience in harm reduction and trauma-informed care and successfully implemented these approaches. (8 points)
- The agency clearly demonstrates that it has experience using data to make decisions and to continually improve services. (8 points)

Program Plan (40 points)

- The agency's plan is clear, reasonable and will ensure continuity of services to program residents. In its plan, the agency anticipates and thoughtfully addresses likely challenges and barriers to implementation, including how it intends to mitigate or resolve them. (10 points)
- The agency's plan clearly demonstrates that the agency understands and plans to integrate best practices and HSH's Strategic Framework into the program. (10 points)
- The agency's planned staffing structure is clear, reasonable, and is well matched to the services required in the RFP and is reflected in the proposed Budget. (10 points)
- The agency's plan clearly describes a well thought out plan to solicit resident feedback and incorporate feedback into the program. (10 points)

Budget Workbook (16 points)

For each building the Proposer is proposing to serve:

- The proposed budget is reasonable; cost effective; reflects good allocation of resources; and matches the program requirements; and matches the proposed staffing structure. (6 points)
- The budget narrative is clear and provides justification for budget line items. (6 points)
- The Cost Allocation Plan is attached, clear and reasonable. (4 points)

6. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than 72 hours prior to the Proposals Deadline.

B. Inquiries Regarding RFP

Proposers shall submit all questions concerning this RFP, scope of services or requirements in writing by email only before the RFP Questions Deadline and directed to: Kimberley.Norman@sfgov.org. All Proposer questions concerning the RFP process shall be submitted no later than 72 hours prior to the

Proposals Deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

C. Objections to RFP Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not less than 72 hours prior to the Proposals Deadline, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The Department may modify the RFP, prior to the Proposals Deadline, by issuing Addenda to the RFP, which will be posted at <http://mission.sfgov.org/OCABidPublication>. The Proposer shall be responsible for ensuring that its proposal reflects any and all Addenda issued by the Department prior to the Proposals Deadline regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposals Deadline, to determine if the Proposer has downloaded all RFP Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers, and updates, which will be posted on the City's Bid and Contracts website: <http://mission.sfgov.org/OCABidPublication>.

E. Term of Proposal

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

F. Revision of Proposal

A Proposer may revise a proposal on the Proposer's own initiative at any time before the Proposals Deadline. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before, but no later than the Proposals Deadline.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the Proposals Deadline for any Proposer. At any time during the proposal evaluation process, the Department may require a Proposer to provide oral or written clarification of its proposal. The Department reserves the right to make an award without further clarifications of proposals received.

G. Errors and Omissions in Proposal

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

H. Financial Responsibility

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

I. Proposer's Obligations under the Campaign Reform Ordinance

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

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

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

- The officer's re-election campaign;
- A candidate for that officer's office; and
- 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 Proposer 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 Proposer. Examples of initial contacts include: (1) a Proposer 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 provider to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

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

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

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

J. Sunshine Ordinance

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

K. Public Access to Meetings and Records

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

L. Reservations of Rights by the City

The issuance of this RFP 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, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP 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 RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

N. Local Business Enterprise Goals and Outreach

Due to county, federal and state funding for these services, Local Business Enterprise (LBE) bid discounts will not be used in this RFP.

O. Compliance with Previous Grant and Contract Requirements

Agencies submitting proposals that have previously been granted by the City and County of San Francisco and/or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous contracts or grants (corrective actions) in order to be considered responsive to this RFP. Documented failure to correct performance/monitoring deficiencies identified in past City and County contracts or grant may result in agency disqualification to participate in this RFP.

P. Other Terms and Conditions

The selection of any Proposer for contract negotiations shall not imply acceptance by the City of all terms of any proposal or response to this RFP, which may be subject to further negotiation and approvals by the City.

If a satisfactory contract cannot be negotiated in a reasonable time with the selected Proposer, then the City, in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest scoring Proposer or may continue competition among remaining Proposers without reinitiating the RFP process.

The City reserves the right at any time to approve, disapprove, or modify proposed staffing, plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFP.

This RFP does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the proposals submitted in response to this RFP are inadequate to satisfy its needs.

7. City Agreement Requirements

A. Compliance with Laws and Regulations

Proposers must comply with all applicable State, Federal, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on its proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify the City at once, indicating in their letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

B. City's Approval Rights over Subcontractors and Subcontractor Payments

The City has approval rights over the use of all Subcontractors. Proposers must identify all current Subcontractors in their Proposal. All current and future Subcontractors must conform to all City policies regarding Subcontractors. Furthermore, each Proposer understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Proposer accepts responsibility for full and prompt payment to the third party. Any dispute between the Proposer and the third party, including any payment dispute, will be promptly remedied by the Proposer. Failure to promptly remedy or to make prompt payment to a third party (Subcontractor) may result in the City's withholding of payment to the Proposer.

C. Release of Liability

The Proposer hereby releases all individuals, entities and firms from all claims and losses that may arise from said individuals, entities or firms providing information, comments, or conclusions to inquiries that the City and County of San Francisco may make regarding the qualifications of any individual or firm seeking to be selected as a contractor or Subcontractor in connection with this RFP. This release is freely given and will be applicable whether or not the proposals by said individuals, entities or firms are accurate or not, or are made willfully or negligently.

D. Term of Cost and Work Effort Estimate

Submission of a Proposal signifies that the proposed services and prices are valid for the full term of the contract awarded under this RFP, including all options to extend, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

The City may award contract(s) based on Proposals received without discussion. A Proposer's initial cost and work effort estimate should, therefore, be based on the most favorable terms available. The City reserves the right to accept other than the lowest price offer and reject all Proposals that are not responsive to this RFP.

E. Standard Agreement Provisions

The successful Proposer will be required to enter into a contract. Failure to timely execute the agreement, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the agreement, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer.

F. Nondiscrimination in Contracts and Benefits

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD's website at <http://sfgov.org/cmd/>.

G. Minimum Compensation Ordinance (MCO)

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

H. Health Care Accountability Ordinance (HCAO)

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

I. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Successful Proposers should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415) 701-4848.

J. Conflicts of Interest

The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it

does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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

K. Insurance Requirements

Upon award, Awarded Providers shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness; (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (4) Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services with limits not less than \$1,000,000 for each claim.

L. Compliance with Municipal Codes

Awarded Providers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into an agreement with the City. Some of the laws are included in this RFP.

M. Companies Headquartered in Certain States

Successful Proposers are subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contract with the City. A list of states on the Covered State List is available at the website of the City Administrator.

8. Protest Procedures

The City reserves the right to proceed with its Awarded Provider selection and/or negotiation process during any protest period. The City will cease its Awarded Provider selection process only if and when it receives a notification of decision that is in favor of the protester.

A. Protest of Non-Responsiveness Determination

Within five business days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5th) business day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local

ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

Within five business days of the City's issuance of a notice of intent to award contract(s) under this RFP, any Proposer that has submitted a responsive proposal, and believes that the City has incorrectly selected another Proposer for award, may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5th) business day after the City's issuance of the notice of intent to award a contract(s).

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 the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

All protests must be received by the due date. Protests **must** be submitted by e-mail addressed to Gigi Whitley, Deputy Director for Administration and Finance for HSH at Gigi.Whitley@sfgov.org. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

9. Standard City Vendor Forms⁶

A. How to Become Eligible to Do Business with the City

Before the City can award any award to a provider, all providers must meet the minimum requirements described below. There may be additional requirements placed upon a provider depending on the type of good or service to be purchased.

B. Mandatory Forms

At a minimum, in order to become eligible to do business with the City, a provider must submit the following documents to the Vendor Support Division via the City's supplier portal located at <https://sfcitypartner.sfgov.org/>:

1. Vendor Application Packet (includes **New Vendor Number Request Form** and **IRS Form W-9**)
2. CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)
3. CMD 12B-101 Declaration of Nondiscrimination in Contracts and Benefits

C. Provider Eligibility and Invoice Payment

Providers must have a City-issued Supplier number, have all compliance paperwork submitted and approved by the City, and have an executed agreement or purchase order before payments can be made. Once a Supplier number has been assigned, an email notification will be provided by the City's



⁶ In this RFP section, the term "Vendor" is used interchangeably with "Supplier," and describes a provider seeking to enter into contract with the City. Since the City's transition to the PeopleSoft Financial System (FSP) in 2017, City providers are now assigned Supplier identification numbers (Supplier IDs), which replace previously-assigned Vendor numbers. Any references on proposal forms to "Vendor Number" shall mean a Supplier ID, assigned by the City. For more information, please visit <https://sfcitypartner.sfgov.org/>.

Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/>.

D. Vendor Eligibility Forms

Form:	Purpose/Info:	Routing:
<u>CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</u>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	https://sfcitypartner.sfgov.org/
<u>Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation</u> (Form CMD-12B-101)	This Declaration is used by the City's Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator's Contract Monitoring Division Equal Benefits web page.	https://sfcitypartner.sfgov.org/
<u>Vendor Profile Application</u>	Includes New Vendor Number Request Form and IRS Form W-9.	https://sfcitypartner.sfgov.org/

E. Supplemental Forms

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration ( pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and Subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration ( pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or Subcontractors.
Insurance Requirements (<u>pdf</u>)	The solicitation requires the successful Proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond (<u>pdf</u>)	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond (<u>pdf</u>)	The solicitation requires the awarded vendor to post a Performance bond.

Form:	Required If:
Local Business Enterprise Program Application (<u>Contract Monitoring Division</u>)	You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City’s supplier training videos that are located online at: <https://sfcitypartner.sfgov.org/>