



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

**Amended Request For Proposals (RFP)
Unarmed Security Services
RFP#HSH2019-128 (RFP #128)
Contact: Robert McCarthy | HSHProcurements@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 unarmed security services beginning July 1, 2020 for an initial three year term, with options to renew up to 10 years, total.

The following amendments have been made in this RFP on December 31, 2019:

- Updated Proposal Due Date throughout
- Updated the Price Proposal Instructions on page 18

Schedule¹

RFP issued	December 10, 2019
Registration for Pre-Proposal Conference	December 12 by 5:00 pm
Pre-Proposal Conference ²	December 13, 2019 at 10:00 am
RFP Questions Deadline ³	December 18, 2019, by 5:00 pm
RFP Answers and Clarifications Published	December 20, 2019
RFP Amended	December 31, 2019
Proposals Due	January 9, 2020 by 12:00 pm January 14, 2020 by 12:00 pm
Intent to Award Contracts Notification	February 2019
Tentative Agreement Start Date	July 1, 2020

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. All questions must be submitted by email to **HSHProcurements@sfgov.org** by the RFP Questions Deadline.

Local Business Enterprise (LBE) Requirements and Goal

The Local Business Enterprise (LBE) subcontracting goal is set for 15 percent of the resulting contract. Please see page 19 for Local Business Enterprise (LBE) Bonus, Requirements and Outreach and page 23 for Payment to LBE Subcontractors for details on LBE requirements.

¹ All dates are subject to change. Check [Office of Contract Administration website](#) for latest schedule.

² Pre-Proposal Conference in-person attendance is mandatory. See Section 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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I. 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 unarmed security services to HSH.

HSH has a singular focus on preventing and ending homelessness for people in San Francisco. Through the provision of coordinated, compassionate, and high quality services, HSH strives to make homelessness in San Francisco rare, brief, and one time.

At this time the following hours are required at the following site:

Location	Site Type	Days	Time	Number of Guards	Total Hours per Week/Year
440 Turk Street San Francisco	Office Building and Access Point	Monday through Friday	06:30 to 19:00	2	125/6,500

Please note that as-needed security guard services and/or additional hours at different sites may be required.

HSH intends to award one contract to the Proposer selected as the most qualified and whose responses conform to the RFP and meet the City requirements for an initial term of three years. HSH may extend the agreement for a total term not to exceed ten years and increase funding amounts in accordance with City rules and regulations. The actual contract term and amount are subject to funding availability, proposals, agreement negotiations, and Contractor performance, as well as future needs.

B. Terms and Acronyms Used in this RFP

Term	Definition
Access Point (AP)	Access Points are 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 Access Points. The Access Point staff will assess households for service needs and eligibility and perform Problem Solving, needs assessment, prioritization, and referrals to appropriate resources.
Adult	An adult is defined as an individual experiencing homelessness over the age of 18, without the custody of a minor child. Adults include individuals, couples, seniors, and veterans.
As-Needed Security Guard Services	As-needed security guard services may be requested by HSH for unarmed security services that are not part of the regular schedule, or as set forth in the current monthly staffing plan.
Chronic Homelessness	Chronic Homelessness is defined as a person with a disabling condition who has either been continuously homeless for a year or more or has had at least four episodes of homelessness, adding up to 12 months, in the past three year period.
Clients	Persons served by HSH programs and services. This term is used interchangeably with participants.
Contractor	The proposer awarded a contract through this RFP.
Coordinated Entry (CE)	CE organizes the Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method that directs participants to the appropriate resources and allows for data-driven decision-making and performance-based accountability. Coordinated Entry in San Francisco is organized

Term	Definition
	to serve three subpopulations - Adults, Family, and Youth - through Access Points as described above.
De-escalation	De-escalation is the ability to reduce the intensity of a conflict or potentially violent situation, learned through specific and repeated training and application. The goal of de-escalation is to resolve or prevent conflict.
Department	City and County of San Francisco Department of Homelessness and Supportive Housing (HSH).
Family	A Family is defined as a household consisting of at least one adult age 18 or older and at least one minor child under the age of 18. A family may also include pregnant persons under defined circumstances.
Guard	A licensed, trained, equipped, and qualified employee of Contractor assigned to security guard duties as required by the contract.
Harm-reduction Model	Harm-reduction consists of working with guests to set realistic goals that support them in reducing high-risk substance use and other behaviors. Abstinence from drugs or alcohol is not a pre-requisite for access to services nor required for continued access or eligibility for services.
Homeless	An individual or family who lacks a fixed, regular, and adequate nighttime residence; or an individual who has a primary nighttime residence that is either a supervised publicly or privately operated shelter designated to provide temporary living accommodations, or an institution that provides temporary residence intended to be institutionalized; or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
Homelessness Response System (HRS)	The HRS is an overall system 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, Problem Solving, Street Outreach, Temporary Shelter, Housing, and Housing Ladder programs.
Household(s)	Used interchangeably with family/families.
Housing	Provides permanent solutions to homelessness through subsidies and housing placements. This may include time-limited supports such as Rapid Rehousing, and time-flexible programs such as Rent Subsidies and Permanent Supportive Housing (subsidized housing with services).
Local Business Enterprise (LBE)	A business that is certified as an LBE under S.F. Administrative Code §14B.3. Only certified Small and Micro-LBEs can be used to satisfy the LBE subcontracting participation goal.
Navigation Center	A form of Temporary Shelter, that provides low barrier to entry shelter to individuals experiencing homelessness, along with intensive case management to help individuals obtain income, public benefits, health services, and housing. They are intended to support the most vulnerable members of the homeless population who likely will not access traditional shelter or services. Unlike traditional shelters, Navigation Centers allow homeless individuals to bring their partners, pets, and possessions.
Problem Solving	A strategy that addresses and prevents homelessness by helping people return immediately to housing without having to enter temporary shelter or a housing program; and utilizes safe and available permanent and temporary housing options.
Proposal	A response to this RFP detailing how Proposer will meet the requirements of this RFP.
Proposer	Any entity submitting a proposal in response to this RFP.
Relief	A guard assigned to cover an authorized break, sick leave, or vacation of a guard who is regularly assigned to the site.

Term	Definition
Resource Centers	Drop-in centers that provide access to basic hygiene, a place to rest (but not sleep), and linkages to other services.
RFP	Request for Proposal
Shelter	A facility with overnight sleeping accommodations, the primary purpose of which is to provide Temporary Shelter for people experiencing homelessness in general or for specific populations of persons experiencing homelessness.
Site	A property or facility to which guards are assigned pursuant to the contract.
Site Visitors	For the purpose of this RFP, site visitors are defined as anyone who enters HSH sites, such as HSH clients, community members, nonprofit service providers, and/or City staff.
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. The HSH Strategic Framework may be found at http://hsh.sfgov.org .
Supervisor	An employee of Contractor, whose primary job duties include training, overseeing, supervising, scheduling, and managing assigned guards on duty, certifying time records, and collecting reports for each shift.
Temporary Shelter	Temporary Shelter provides temporary places for people to stay while accessing other services and seeking housing solutions. This may include shelters, Navigation Centers, Stabilization Beds, and Transitional Housing.
Transition Age Youth (TAY)	A person experiencing homelessness who is between 18 and 24 years of age. These individuals often have specialized needs, different from those of families or adults, which must be considered when designing programs and services.
Trauma-Informed	Trauma-informed care is a strengths-based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment. Awarded Contractor shall ensure delivery of trauma-informed 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.
Veteran	A veteran is a person who has served in any branch of the United States Armed Forces.

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

In October 2017, HSH published its Strategic Framework. The Framework outlines the Department’s top priorities for reducing homelessness by the end of 2022. It describes the key elements of a Homelessness Response System designed to curb homelessness and looks 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 a system of Coordinated Entry, Problem Solving and prioritization, HSH and its partners 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.

The Strategic Framework lays out HSH’s vision for significantly reducing homelessness in San Francisco and quickly getting house keys into as many hands as possible. Proposers are encouraged to familiarize themselves with the Framework, which may be found at <http://hsh.sfgov.org/research-reports/framework/>.

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

The Homelessness Response System (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. Core components of the HRS include: Coordinated Entry, Street Outreach, Problem Solving, Temporary Shelter, Housing, and Housing Ladder.

Coordinated Entry (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 and identifies the best type of housing intervention to address their needs.

CE will fully integrate into the Online Navigation and Entry (ONE) System, San Francisco's Homeless Management and Information System (HMIS). The assessment will build upon the standard intake and be entered directly into ONE. Referrals to Rapid Rehousing, 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 program participants based on living situation and vulnerabilities; and 4. Matching to determine eligibility for available housing opportunities and referral to a potential housing opportunity, 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 every provider separately and instead streamline access to the resources in the HRS.

E. Overview of HSH's Approach

HSH's work is guided by its five-year Strategic Framework, and includes the following guiding principles:

1. Housing-focused - The system and all programs within it will use a Housing First, low barrier approach focused on ending homelessness for each household as quickly as possible.
2. People-focused - People should drive their solutions and the programs should focus on meeting their needs. Through shared assessment and a common front door, program participants should have a clear understanding of how to access services and what to expect from the system; program participants should not be required to sign up for numerous waiting lists or approach multiple programs to receive help. Program participant choice, strengths, and personal networks will be considered as part of finding the right solution.
3. Accountable - The system will be held accountable for results, using data to track to the goals and performance measures for each component and to ensure each program participant is being well-served. HSH will evaluate progress and report to the community on a regular basis.
4. Stakeholder-informed - Decisions about design, implementation, and review of results will be carried out with collaboration and input from a broad range of homeless and housed stakeholders.
5. Respectful - It is imperative that services be delivered in a respectful, appropriate manner. Best practices, such as strengths-based interviewing, and harm reduction, must be incorporated into all programs.

6. Data-driven - Data will be used by all providers and the system as a whole to best serve each individual, assess the outcomes of programs, evaluate impact, inform changes, and guide investment to ensure we achieve maximum impact.
7. Targeted - The system will match people to the right level of assistance to end their homelessness. Not all people experiencing homelessness require the deepest level of intervention. HSH will focus on making the most efficient use of its resources by matching the right person to the right resource at the right time, depending on need.
8. Innovative - With the systems goals in mind, opportunities to adapt practices and innovate new strategies and approaches are encouraged and will be supported and evaluated.
9. Equitable - With mindfulness about the racism and bias that has disproportionately created homelessness among people of color and lesbian, gay, bisexual, transgender, and questioning (LGBTQ) youth; pregnant and parenting youth; youth involved with juvenile justice and foster care systems; victims of sexual trafficking and exploitation, and youth with disabilities, HSH is committed to equity in the Department, system, and programs, which includes integration of racial equity, during hiring, staff development and training, program approach and data and outcomes.
10. Urgent - Each household's homelessness should be treated as an emergency and the system will respond accordingly.

II. SCOPE OF WORK

This Scope of Work is a general guide to the work the City expects Contractor to perform, and is not a complete listing of all services that may be required or desired. As-needed services and additional security service hours at new sites may be required.

A. HSH Served Population and Sites

Contractor shall provide security services to sites, which may include locations where HSH clients are provided with services. HSH sites may include, but are not limited to:

- Access Points where people experiencing homelessness may be assessed for needs and eligibility;
- Temporary Shelter, including Emergency Shelters, Navigation Centers, Transitional Housing, and SAFE Centers where clients stay while accessing other services and seeking housing solutions;
- Housing for formerly homeless clients; and
- Office Buildings, where client service may also be offered.

HSH and its nonprofit service providers deliver services to a diverse and vulnerable population that is experiencing homelessness. The served population faces barriers to housing and employment and may live with mental and/or physical health issues; drug and/or alcohol abuse; and may have experienced trauma. Clients may speak languages other than English or have limited English proficiency.

Contractor shall treat all site visitors (e.g. HSH clients, community members, nonprofit service providers, City staff) at all sites with dignity and respect.

B. Description of Services

Contractor shall ensure the general safety of site visitors, protection of property, and minimize the exposure to liability of HSH sites. Contractor shall provide unarmed security services, including the following:

1. Greeting visitors in a welcoming, polite, courteous, respectful, and responsive manner;
2. Conducting search of persons and property prior to site entry, including upon re-entry after brief exits (e.g. smoke breaks) for potentially dangerous items, as needed;

3. At sites which require it, identifying and tagging prohibited items for temporary storage in secure rooms and/or containers on-site during client stays;
4. Coordinating with the responsible nonprofit service provider and HSH staff, and reporting issues to alert appropriate response teams;
5. Surveilling the site and surrounding areas to ensure compliance with the HSH Good Neighbor Policy:
 - a. Working with neighbors to ensure that neighborhood concerns about the site are heard and addressed;
 - b. Ensuring that guard supervisory staff is available to respond to neighbors 24 hours per day, seven days per week;
 - c. Minimizing the impact on the neighborhood of visitors waiting to enter the site; and
 - d. Actively discouraging loitering in the area surrounding the site;
6. Utilizing a system and maintaining documentation to ensure that the perimeter and other areas are checked on a scheduled and regular basis;
7. Maintaining a log and following up on all security violations, and if the violation warrants an emergency response, providing a report of the occurrence to HSH and other officials, as needed;
8. Reporting any unusual incidents or hazardous conditions to the responsible nonprofit service provider and HSH staff;
9. If applicable, and if directed to do so by HSH, monitoring security desk consoles (e.g. access control, alarm system, etc.);
10. Locking and unlocking entries/exits, as required;
11. Implementing protocols to respond to medical emergencies, bomb threats, riots, fires, earthquakes, hazardous spills, floods, and other emergencies;
12. Being familiar with site rules, safety and security systems at assigned sites and enforcing the rules and regulations accordingly;
13. Creating, updating, and being familiar with approved Post Orders for assigned sites; and
14. Assisting nonprofit service provider and HSH staff with de-escalation and crisis management.

Please note that Contractor guards are **not** expected to physically remove any visitors from any sites or adjacent premises.

C. Service Requirements & Expectations

1. Possession of Licenses/Permits: Contractor shall submit proof of possession of a current Private Patrol Operator License from the California Department of Consumer Affairs, Bureau of Security and Investigative Services.

In addition, Contractor must adhere to the California Business and Professions Code, as outlined by State license requirements. Contractor's license must continuously be in full force and effect for duration of the contract, including completion of all required training for security guards:

https://www.bsis.ca.gov/industries/g_train.shtml.

Failure to maintain this requirement shall be considered a material breach of the contract and grounds for default. Please reference: https://www.bsis.ca.gov/forms_pubs/guard_fact.pdf.

2. Staffing:
 - a. Contractor shall provide guards, as required per the days and hours of all covered sites.
 - b. Contractor shall make available a Point of Contact, which is a member of its management staff to coordinate services under this agreement. The Point of Contact shall:
 - 1) Be responsible for managing the HSH agreement requirements, and all administrative concerns, including but not limited to, provision of invoices, reports, records, employee certifications, and organizational policies and procedures;

- 2) Report directly to HSH, and shall have the authority to hire, fire, replace, or reassign Contractor's employees without prior approval of higher authority; and
 - 3) Regularly and frequently work collaboratively with the responsible site staff.
 - c. Contractor shall provide an Emergency Contact who is available 24 hours per day, seven days per week, including holidays. The Emergency Contact shall field calls, remedy problems, and direct all service issues and requests from HSH for resolution.
 - d. Contractor shall assign each guard a Supervisor with defined responsibilities.
3. Post Orders:
- a. Contractor shall provide comprehensive Post Orders for all assigned sites for HSH review, editing, and approval.
 - b. Post Orders shall be kept up-to-date and shall include, at minimum, the following:
 - 1) General safety procedures;
 - 2) Investigation, incident, and emergency procedures;
 - 3) Reporting procedures;
 - 4) Assigned site/station procedures;
 - 5) Communication procedures;
 - 6) Dress and grooming standards;
 - 7) Photographs/diagrams of each site;
 - 8) Screening and storage policies and procedures; and
 - 9) Facility station/patrol plans.
4. Training: Contractor shall provide at least sixteen hours of annual continuing education and training in topics and concerns specific to HSH, of which include, but are not limited to:
- a. Post orders;
 - b. Laws, codes, regulations, and ordinances specific to post assignments;
 - c. Preparation of reports;
 - d. Safety and evacuation procedures;
 - e. Universal precautions for infectious disease prevention;
 - f. Handling difficult people, workplace violence, and de-escalation;
 - g. Preserving the incident scene; and
 - h. Crowd control.

Contractor shall ensure that all guards are well trained, especially in de-escalation.

5. Feedback, Complaint and Follow-up Policies: Contractor shall provide means for site visitors to provide feedback to the Contractor. Feedback methods shall include a process, including a written complaint policy, informing the served population on how to report complaints. Contractor shall respond to complaints within 48 hours, in writing.
6. Equipment and Provisions: Contractor shall issue guards with the following, at minimum:
- a. Flashlight holder, flashlight, and batteries;
 - b. Whistle with chain attachment;
 - c. Smart phones capable of text messaging and email; and
 - d. Two-way radio communicators for guards that work on the same site concurrently.
7. Uniforms: All Contractor guards shall wear the same uniform when on-duty and be provided with weather-suitable, appropriately fitting clothing.
- a. Contractor guards must possess and physically carry, when on-duty, a license (commonly known as a Guard Card) issued by the State of California, Department of Consumer Affairs, Bureau of Security and

Investigative Services for Private Patrol Operators and Security Guards, per the Private Security Services Act.

- b. Contractor Guard uniforms shall include Contractor identification. A lettered breast badge displaying the Contractor's name shall also be worn.
 - c. Contractor Guards shall be provided with a nameplate with first name initial and last name.
8. Policies: Contractor shall keep HSH informed of site operations and comply with City policies to minimize harm and risk.
- a. Contractor shall comply with all HSH rules, regulations, and policies for the operation of each site. These shall be detailed in the Post Orders for each site.
 - b. Contractor shall provide HSH with a list of all guard and supervisor assignments and provide an updated list as changes are made. Contractor shall also provide a supervisor contact list and provide an updated list as changes are made.
 - c. Contractor shall provide HSH a copy of its Drug and Alcohol Testing Policy and Human Resources policies, including; hiring, disciplinary procedures, and professional standards of conduct, cultural humility and sensitivity and provide updates as changes are made.
 - d. Contractor shall attend HSH meetings and trainings, upon request.
 - e. Contractor shall meet regularly with HSH staff and site staff in order to discuss and resolve issues and ensure the Post Orders are up-to-date.
 - f. Contractor shall perform a criminal background check on all personnel, per the requirements of the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services and review eligibility and qualifications prior to their initial assignment. Should any personnel be found ineligible and/or unqualified for the position to which they are assigned, Contractor shall remove and replace personnel immediately at no additional cost to the City. Contractor shall maintain written documentation of criteria listed below in Records and Documentation of all assigned personnel to the contract.
 - g. Contractor shall conduct pre-employment drug testing prior to personnel assignment to the contract.
 - h. Contractor guards must complete all state-mandated training requirements and HSH required trainings, such as de-escalation.
 - i. Contractor guards must possess current, valid government-issued photo identification.
 - j. Contractor acknowledges that all new guards assigned to the contract will be automatically placed on a probationary period, during which their skills and qualifications will be assessed periodically to ensure an appropriate fit with the assigned site.
9. Records and Documentation
- a. Contractor shall maintain accurate and updated records pertaining to personnel records, including, but not limited to, hiring, onboarding, training, timesheets, and payroll.
 - b. Contractor shall maintain accurate and verifiable electronic records of actual daily guard assignments, functions, and hours.
 - c. Contractor shall maintain assignment logs and notes for each shift.
 - d. Contractor shall maintain a site and perimeter surveillance log.
 - e. Contractor shall make requested records available to HSH within 24 hours of request. Contractor acknowledges that failure to maintain and/or make records available upon request by HSH, may result in termination of the contract.

D. Reporting Requirements

1. Contractor must notify HSH of any sudden and/or unanticipated situation that results in harm or injury to site visitors or any other circumstances requiring immediate notification to HSH and site staff. If the situation is of a criminal nature, Contractor must notify the police and HSH immediately.
2. Contractor shall immediately report to HSH, any deaths, serious violence or emergencies involving police, fire or ambulance calls using the appropriate form and process, as requested by HSH.

3. Contractor shall provide monthly complaint statistics by the 15th of the month for the preceding month, per HSH instructions.
4. Contractor shall provide Daily Activity Reports (DAR). DARs shall be prepared no later than the end of each guard's shift, per HSH instructions.
 - a. Included in the DAR will be documentation of each guard's activities during the shift, a description of any incidents, and a status.
 - b. If applicable, the DAR must also include police and police report numbers.
 - c. Contractor Guards shall include in the DAR if a guard:
 - 1) Was required to intervene between any two or more persons;
 - 2) Witnessed any crime or suspected crime, including assault;
 - 3) Witnessed any incident in which there was a potential personal injury, whether or not medical attention was requested or required, or in which loss or damage to public or private property occurred;
 - 4) Was required to give direction or an order to any person on a site and they protested or expressed their unwillingness to comply;
 - 5) Discovered any unlocked doors or any activated alarms, false or otherwise;
 - 6) Discovered any breaches in security including, but not limited to, broken windows, broken doors/locks, damaged or removed barriers, and any other condition that compromised the security of the site;
 - 7) Discovered any evidence of an area being used and/or occupied by unauthorized persons; or
 - 8) Observed suspicious or unusual activities, intrusion alarm information, or graffiti.
5. Contractor shall provide proof of attendance of at least 16 hours of annual training, with attendance sheets signed off by participating guards, with the date, time, duration and training subject matter. Contractor shall submit proof of attendance to HSH quarterly.
6. Contractor shall provide Ad Hoc reports, as required by HSH.

E. As-Needed Services

Subject to the City's approval, the contract awarded under this RFP may be modified or amended in accordance with City requirements to include additional services by the Contractor 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.

HSH may also require additional guard staff for emergencies or urgent situations, e.g. threat situations, seasonal shelters based on weather conditions and/or require security guard hours at new sites.

III. PRE-PROPOSAL INFORMATION

A. Pre-Proposal Conference Attendance and Registration

In-person attendance at the Pre-Proposal Conference is mandatory. Registration is recommended, but not required. To pre-register, please email HSHProcurements@sfgov.org with the vendor name and number of attendees by **December 12 by 5:00 pm**.

At the Pre-Proposal Conference, HSH will provide an overview of the RFP package, submission requirements, and collect and answer questions about the RFP.

B. Pre-Proposal Conference Time and Location

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

December 13, 2019 at 10:00 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.

C. RFP Questions Deadline

Upon conclusion of the Pre-Proposal Conference, questions or requests for interpretation will only be accepted by email to HSHProcurements@sfgov.org until the RFP Questions Deadline, **December 18, 2019, by 5:00 pm.**

Proposer-specific questions about compliance with the City's vendor requirements in section STANDARD CITY VENDOR/SUPPLIER 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 (OCA) Bid and Contracts website: <https://sfcitypartner.sfgov.org/pages/index.aspx>. From the View Opportunities page, use the Department filter to select "Department of Homelessness" and click 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.

IV. PROPOSAL SUBMISSION REQUIREMENTS & CONTRACTOR SELECTION

A. Time and Place for Submission of Proposals

Proposals, including all related materials, both in electronic and hard copy format as detailed below, must be received no later than **January 14, 2020 by 12:00 pm.**

1. Electronic PDF Proposals

Proposers shall submit one electronic PDF file of the Appendix 1: Proposal Template; one PDF file and one Excel file of the Appendix 2: Price Proposal Template to HSHProcurements@sfgov.org. The electronic file titles should include the RFP number (RFP #128) and the Proposer name.

2. Hard Copy Proposals

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

c/o Robert McCarthy
Department of Homelessness and Supportive Housing
1360 Mission Street, St. 200
San Francisco, CA 94103

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

B. Proposal Submission Format

Proposers must complete and submit Appendix 1: Proposal Template and attach an Appendix 2: Price Proposal Template and include all required attachments, comprising the Proposal. This format 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.

Proposers must print double-sided to the extent possible and bind proposal copies with a binder clip or single staple. Proposal packages **must not** be bound with spiral binding, glued binding, or anything similar. The City prefers that text is in left-aligned/unjustified formatting (i.e., with a ragged-right margin) and in Times New Roman 12 font.

C. Proposal Contents, Proposal Submittal Instructions & Evaluation Criteria

Proposal Section	Submittal Format	Proposer must complete/provide/respond to the following:	Evaluation Criteria	Points
1. Proposal Summary	Appendix 1: Proposal Template	1.1 Proposer Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Emergency Contact Information, Proposed Hourly Rate, Proposed Overtime Rate, Subcontractor Information 1.2 Certifications	HSH will review for completeness/compliance: <ul style="list-style-type: none"> <input type="checkbox"/> Did proposer complete Appendix 1: Proposal Template? <input type="checkbox"/> Did proposer attach an organization chart? <input type="checkbox"/> Did the proposer's cost align with prevailing wage? Did proposer attach completed CMD forms? <ul style="list-style-type: none"> <input type="checkbox"/> CMD Form 2A, Contract Participation <input type="checkbox"/> CMD Form 2B, Good Faith Outreach <input type="checkbox"/> CMD Form 3, Compliance Affidavit <input type="checkbox"/> CMD Form 5, Employment Form 	
2. Minimum Qualifications	Completeness of Proposal	Did Proposer respond to and attach all required components of the proposal?	Did proposer attach copies of policies and procedures that covered: <ul style="list-style-type: none"> <input type="checkbox"/> General Safety Procedures <input type="checkbox"/> Investigation, Incident, and Emergency Procedures <input type="checkbox"/> Communication Procedures <input type="checkbox"/> Dress and Grooming Standards <input type="checkbox"/> Training Plans and Procedures (including de-escalation) <input type="checkbox"/> Weapons Screening Policies and Procedures <input type="checkbox"/> Feedback, Complaint and Follow-up Procedures <input type="checkbox"/> De-escalation Policies and Procedures <input type="checkbox"/> Drug and Alcohol Testing Policy <input type="checkbox"/> Human Resources Policies <input type="checkbox"/> Disciplinary Procedures <input type="checkbox"/> Professional Standards of Conduct <input type="checkbox"/> Cultural Humility and Sensitivity Did proposer attach copies of the examples of: <ul style="list-style-type: none"> <input type="checkbox"/> Post Orders: Proposer must provide three examples of current Post Orders. <input type="checkbox"/> DAR: Proposer must provide the current DAR template. <input type="checkbox"/> Feedback, Complaint and Follow-up Policies: 	Pass/Fail

Proposal Section	Submittal Format	Proposer must complete/provide/respond to the following:	Evaluation Criteria	Points
			Proposer must provide any current feedback and complaint templates. <input type="checkbox"/> Does proposer meet the prevailing wage requirements?	
	Attached copy of valid State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services license.	2.1 Proposer must attach a copy of the valid Private Patrol Operator License from the California Department of Consumer Affairs, Bureau of Security and Investigative Services that is not currently under probation or suspension.	2.1 Did proposer attach a copy of a <i>valid</i> Private Patrol Operator License from the California Department of Consumer Affairs, Bureau of Security and Investigative Services?	Pass/Fail
	Appendix 1: Proposal Template	2.2 Proposer must have at least five years of experience providing security services to sites where diverse and vulnerable populations are served and must include the prior or current site name; funder name; funder contact name, title and email; start/end dates.	2.2 Did proposer demonstrate a verifiable minimum of five years of experience providing security services to sites where diverse and vulnerable populations are served?	Pass/Fail
3. Organizational Capability and Experience	Appendix 1: Proposal Template	3.1 Proposer must provide a brief summary and introduction of its organization and approach.	3.1 How well does proposer demonstrate that their organizational approach aligns with the requirements in this RFP and HSH's needs?	10
	Attached copy of organizational chart	3.2 Proposer must attach a current and clear organizational chart that delineates responsibility, including the Point of Contact, Emergency Contact, Supervisors and Guards.	3.2 How well does proposer's organizational chart demonstrate and delineate required responsibility?	10
	Appendix 1: Proposal Template	3.3 Proposer must describe quality assurance controls and procedures regarding: a. Guard performance; b. Timekeeping; c. Reporting; and d. Internal and external communication.	3.3 How well do proposer's quality assurance controls and procedures regarding the below align with the requirements of this RFP and HSH's needs? a. Guard performance; b. Timekeeping; c. Reporting; and d. Internal and external communication.	10

Proposal Section	Submittal Format	Proposer must complete/provide/respond to the following:	Evaluation Criteria	Points
	Attached copies of labeled policies and procedures	3.4. Proposer must attach current and comprehensive copies of policies and procedures that cover the below topics: <ul style="list-style-type: none"> a. General Safety Procedures b. Investigation, Incident, and Emergency Procedures c. Communication Procedures d. Dress and Grooming Standards e. Training Plans and Procedures f. Weapons Screening Policies and Procedures g. Feedback, Complaint, Follow-up and Corrective Action Procedures h. De-escalation Policies and Procedures i. Drug and Alcohol Testing Policy j. Human Resources Policies k. Disciplinary Procedures l. Professional Standards of Conduct m. Cultural Humility and Sensitivity 	3.4 How well do proposer’s policies and procedures align with the requirements of this RFP and HSH’s needs? <ul style="list-style-type: none"> a. General Safety Procedures b. Investigation, Incident, and Emergency Procedures c. Communication Procedures d. Dress and Grooming Standards e. Training Plans and Procedures (especially de-escalation) f. Weapons Screening Policies and Procedures g. Feedback, Complaint, Follow-up and Corrective Action Procedures h. De-escalation Policies and Procedures i. Drug and Alcohol Testing Policy j. Human Resources Policies k. Disciplinary Procedures l. Professional Standards of Conduct m. Cultural Humility and Sensitivity 	12
	Attached copies of labeled templates/examples.	3.5. Proposer must attach copies of the vendor’s below current templates or examples. <ul style="list-style-type: none"> a. Post Orders: Proposer must provide three examples of current Post Orders. b. DAR: Proposer must provide the current DAR template. c. Feedback, Complaint and Follow-up Policies: Proposer must provide current feedback and complaint templates. 	3.5 How well do proposer’s templates align with the requirements of this RFP and HSH’s approach? <ul style="list-style-type: none"> a. Post Orders: Proposer must provide three examples of current Post Orders. b. DAR: Proposer must provide the current DAR template. c. Feedback, Complaint and Follow-up Policies: Proposer must provide current feedback and complaint templates. 	10
4. Plan	Appendix 1: Proposal Template	4.1 Proposer must provide a proposed transition, orientation, and onboarding plan.	4.1 How well does proposer’s transition, orientation, and onboarding plan align with the requirements of this RFP and HSH’s needs?	10
		4.2 Proposer must provide a proposed training plan, including topics and schedule.	4.2 How well does proposer’s training plan align with the requirements of this RFP and HSH’s needs?	10

Proposal Section	Submittal Format	Proposer must complete/provide/respond to the following:	Evaluation Criteria	Points
		4.3 Proposer must provide a detailed approach and training plan for de-escalation.	4.3 How well does proposer's de-escalation approach and training plan align with the requirements of this RFP and HSH's needs?	12
5.Price ⁴	Appendix 2: Price Proposal Template, Tabs 1. Guard Rates and 2. Overall Costs	5.1 All costs to the City shall be included in the prices entered on the Appendix 2: Price Proposal Template. No extra hours worked will be paid unless they have been approved in advance by HSH. <ul style="list-style-type: none"> a. Proposer must provide the basic hourly wages to be paid by Contractor and any Subcontractor for each classification or type of work to be performed by employees under the Contract. b. Proposer must provide the basic hourly cost of each fringe benefit or cash equivalent the Contractor and Subcontractor intend to provide. c. Proposer must provide the hourly overtime rate to be paid by Contractor and any Subcontractor for each classification. d. Proposer must provide the total hourly billing cost of service, including guard wages, fringe, and any general agency indirect, admin, or overhead costs. 	5.1 How reasonable and appropriate are the proposer's costs within the requirements of this RFP and HSH's needs?	16
6.Oral Interviews	N/A	To be determined	To be determined	100
TOTAL				200

⁴ No amount of fringe benefit credit shall be used to reduce the obligation to pay the basic hourly straight time or overtime wage rate.

D. Minimum Qualifications

The Proposer must clearly demonstrate that it meets the Minimum Qualifications listed in Proposal Contents, Proposal Submittal Instructions & Evaluation Criteria above and in Local Business Enterprise (LBE) Bonus, Requirements and Outreach below to be considered for evaluation. The Contract Monitoring Division⁵ (CMD) Attachment 3 forms, including Form 2B Good Faith Outreach supporting documentation (if applicable), will be reviewed during the Minimum Qualifications review. Price will be evaluated by the City to ensure compliance with City requirements before it is scored by the evaluation panel. The Proposer's responses to Minimum Qualifications and completeness of Proposal will be reviewed on a pass/fail basis to determine eligibility for proposal evaluation.

The Minimum Qualifications determination will be solely based on the information submitted by the Proposer in the Proposal. 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 will be issued a notice of non-responsiveness and will 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.

E. Proposal Evaluation

Proposals that pass the Minimum Qualifications review will be evaluated by an evaluation panel where scores are indicated on in the Proposal Contents, Proposal Submittal Instructions & Evaluation Criteria section based on the published criteria. Any vendors selected from this RFP are not guaranteed a contract. 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 RFP does not meet its needs. As in all professional services contracts, the City reserves the right to accept other than the lowest price offer and reject all proposals that are not responsive to this request.

F. Oral Interviews

If interviews are conducted, then following the Proposal Evaluation process, Proposers may be invited to Oral Interviews. Oral Interviews, if pursued by the City, will consist of standard questions asked of selected Proposers, and specific questions regarding individual Proposals. If Interviews are conducted, they will be worth 100 points based on a set of standard criteria established following review of written Proposals. The 100 points possible awarded for interviews will be added to the 100 possible points awarded during the Proposal Evaluation process for a total of 200 points. The City has sole and absolute discretion over whether interviews will be conducted with select Proposers.

G. Local Business Enterprise (LBE) Bonus, Requirements and Outreach

1. **LBE Bonus:** The City strongly encourages proposals from qualified LBEs. Per the San Francisco Administrative Code, Chapter 14B, a ten percent rating bonus will be applied to Contract Monitoring Division (CMD) certified Small or Micro LBEs that meet the Minimum Qualifications, after Evaluation Panel and any applicable Oral Interview Scoring. As stated above, the Contract Monitoring Division⁵ (CMD) Attachment 3 forms, including Form 2B Good Faith Outreach supporting documentation (if applicable), will be reviewed during the Minimum Qualifications review.

⁵ The Contract Monitoring Division (CMD) enforces the requirements of the 14B Ordinance: <https://sfgov.org/cmd/lbe-certification>.

2. **LBE Requirements:** The requirements of the Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance (“LBE Ordinance”) set forth in Administrative Code Chapter 14B, and its implementing rules and regulations shall apply to this RFP.

All requirements, as stated in Contract Monitoring Division (CMD) Attachment 3 – Requirements for General Services Contracts, in particular Section 1.02, Submission of CMD Forms, must be followed for the submission of Proposals.

3. **LBE Goal:** The LBE subcontracting requirement for this RFP will be fifteen percent of the total contract.
4. **LBE Subcontractor Directory:** Please find the following link to the CMD directory for current Micro/Small LBEs: http://mission.sfgov.org/hrc_certification/.

Proposers are advised that they may not discriminate in the selection of sub-consultants and subcontractors on the basis of race, gender, or other basis prohibited by law, and that they shall undertake all required good faith outreach steps in such a manner as to ensure that neither Minority Business Enterprises (“MBEs”), Woman Business Enterprises (“WBEs”), nor Other Business Enterprises (“OBEs”) are unfairly or arbitrarily excluded from the required outreach.

5. **LBE Submittal:** Proposers must submit one original of the following CMD forms with the Proposal:
 - CMD Form 2A, Contract Participation
 - CMD Form 2B, Good Faith Outreach
 - CMD Form 3, Compliance Affidavit
 - CMD Form 5, Employment Form

Attachment 3, which includes the CMD Forms, may be obtained from the following link: <https://sfgov.org/cmd/file/381>.

If Proposer fails to submit the correct CMD LBE documentation by Error! Reference source not found., the Proposal may be determined to be non-responsive, rejected, and not evaluated. Questions regarding the CMD LBE requirements must be directed to Michael Cagampan, CMD Contract Compliance Officer at 650.821.7773 | michael.cagampan@sfgov.org.

V. 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 must be directed to HSHProcurements@sfgov.org promptly after discovery, but in no event later than 72 hours prior to **January 14, 2020 by 12:00 pm**.

B. Inquiries Regarding RFP

Proposers shall submit all questions concerning this RFP, scope of work, and requirements by email to HSHProcurements@sfgov.org before December 18, 2019, by 5:00 pm. All Proposer questions concerning the RFP process shall be submitted no later than 72 hours prior to **January 14, 2020 by 12:00 pm**. 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 **January 14, 2020 by 12:00 pm**, provide written notice to HSHProcurements@sfgov.org 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.

If required, the City may extend the Proposal submittal deadline to allow sufficient time to review and investigate the objection, and issue Addenda to incorporate any necessary changes to the RFP.

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 <https://sfcitypartner.sfgov.org/pages/index.aspx> and <http://hsh.sfgov.org/overview/funding-opportunities/>. 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 regularly check for any Addenda, Questions and Answers, and updates.

E. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 250 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 Proposer's election, the proposal may remain valid beyond the 250 day period in the circumstance of extended negotiations.

F. Revision of Proposal

A Proposer may revise a proposal, at 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 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 vendor 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 vendor 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
- 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 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 may contact the San Francisco Ethics Commission at 415.252.3100.

J. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), Contractors' bids, responses to RFPs and all other records of communications between the City and persons or vendors 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 vendor's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or vendor 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 San Francisco 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 the RFP;

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. Compliance with Previous Contract and Contract Requirements

Agencies submitting proposals that have previously been contracted 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/contracts (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/contracts may result in agency disqualification to participate in this RFP.

O. Other Terms and Conditions

The selection of any Proposer for contract agreement 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 agreement cannot be negotiated in a reasonable time with the selected Proposer, then the City, in its sole discretion, may terminate negotiations and begin contract agreement 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 contract agreements/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.

VI. CITY AGREEMENT REQUIREMENTS

A. Payment to LBE Subcontractors

Contractor must submit all required payment information using the City's new online Financial and Procurement System as required by CMD to enable the City to monitor Contractor's compliance with the LBE subcontracting commitments. Contractor shall pay its LBE Subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. Failure to submit all required payment information in the Financial and Procurement System with each payment request may result in the Controller withholding twenty percent of the payment due pursuant to that invoice until the required payment information is provided. Following the City's payment of an invoice, Contractor has ten calendar days to acknowledge all Subcontractors have been paid in the online Financial and Procurement System.

B. Prevailing Wages for Security Guard Services

Contractor will be required to comply with San Francisco Prevailing Wage for Security Guards Services in City Contracts per Section 21 C.11 of the San Francisco Administrative Code. Copies of the prevailing wage rates are fixed

and determined by the Board of Supervisors are available from the San Francisco Office of Labor Standards and Enforcement (OLSE)⁶.

C. Transition of Employees

The City has an important proprietary interest in maintaining the stability of the workforce engaged by a Contractor or Subcontractor under a Covered Contract. Turnover of experienced workers resulting from a change in the City's Contractor jeopardizes the quality, efficiency, and cost-effectiveness of service provided to the City under the successor Contract. All Covered Contracts shall impose the following obligations on the Contractor and Subcontractor. The Awarded Provider (Contractor) will be required to comply with Transition Employee Requirements, per 21C.7(d) of the San Francisco Administrative Code.

Where the Contracting Officer has given notice that a Covered Contract will be bid, or where a Contractor has given notice of termination, upon giving or receiving such notice, as the case maybe, the Contractor ("ending Contractor") shall, within ten days thereafter, provide to the Contracting Officer and the Purchaser, for each Employee who worked at least 15 hours per week for the ending Contractor, the name, date of hire, number of hours and months worked in total for the employer, wage rate, and employment occupation classification. This provision shall also apply to the subcontractors of the ending Contractor. Where a Subcontractor has been terminated prior to the termination or ending of the Contract, the Subcontractor shall for the purposes of this Section be deemed an ending Contractor. All requests for bids for Covered Contracts shall include the information listed above for Employees and shall notify prospective bidders about the Transition Employment requirements of this Section.

Contractors shall retain, for a six-month transition employment period, Employees who have worked 15 hours per week and have been employed by the ending Contractor or its Subcontractors, if any for the preceding twelve months, providing that just cause does not exist to terminate such Employees. The ending Contractor's Employees who worked at least 15 hours per week shall be employed in order of their seniority with the predecessor within job classification and shall be paid the Prevailing Rate of Wages to which they were entitled when employed by the ending Contractor. This requirement shall be stated by the City in all initial bid packages involving a Covered Contract.

If at any time a successor Contractor determines that fewer Employees are required to perform the new Contract than were required by the ending Contractor (and Subcontractors, if any), the successor Contractor shall retain Employees by seniority within job classification.

During such six-month period the successor Contractor (or Subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered Employees not retained by the successor Contractor (or Subcontractor) from which the successor Contractor (or Subcontractor) shall hire additional Employees.

During the six-month period, the successor Contractor (or Subcontractor, where applicable) shall not discharge without cause an Employee retained pursuant to this Subsection. "Cause," for this purpose, shall include, but not be limited to, the Employee's conduct while in the employ of the ending Contractor or Subcontractor that contributed to any decision to terminate the Contract or Subcontract for fraud or poor performance, excluding permissible union-related activity.

At the end of the six-month period, a successor Contractor (or Subcontractor, where applicable) shall perform a written performance evaluation for each Employee retained pursuant to this Subsection. If the Employee's performance during such six-month period is satisfactory, the successor Contractor (or Subcontractor) shall offer the Employee continued employment under the terms and conditions established by the successor Contractor (or Subcontractor) or as required by law.

⁶ See <http://www.dir.ca.gov/DLSR/PWD> and <http://sfgov.org/olse/prevailing-wage>

Notwithstanding the provisions of the Transition Employment Requirements, a successor Contractor or Subcontractor may replace an Employee otherwise entitled to be retained with a person employed by the Contractor or Subcontractor continuously for twelve months prior to the commencement of the successor Contract or Subcontract in a capacity similar to that proposed under the successor Contract or Subcontract. This provision shall apply only where the existing Employee of the successor Contractor or Subcontractor would otherwise be laid off work as a result of the award of the successor Contract.

For the purposes of this section Transition Employment Requirements only, the term "Employee" shall include any person who performs work under a Covered Contract but shall not include an individual who serves in a managerial, supervisory, or confidential capacity, including those individuals who would be defined as such under the Fair Labor Standards Act.

An Employee who has not been hired or has been discharged in violation of this Section by a successor Contractor or its Subcontractor may bring an action in the Superior Court of the State of California, as appropriate, against the successor Contractor and, where applicable, its Subcontractor, and shall be awarded back pay, including the value of benefits for each day during which the violation continues, as outlined in 21.C 7 (d).

D. Requirement of Employer-Employee Relationship

Contractor will be required to comply with San Francisco Administrative Code 21.C 7 (e) Requirement of Employer-Employee Relationship, which states that no contract shall be awarded by the City to a Contractor or Subcontractor who proposes to perform the Contract with self-employed or independent contractors.

Contractors shall be fully responsible for the compliance of Subcontractors with this provision. Contractors shall be jointly and severally liable for any penalties assessed against their Subcontractors in the event that the Subcontractor is unable or unwilling to pay a penalty.

E. Redact Confidential or Proprietary Information

All documents under this solicitation process are subject to public disclosure per Section 67.24 of the San Francisco Administrative Code, "The San Francisco Sunshine Ordinance of 1999." Proposals to RFPs, contracts, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or vendors net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or vendor is awarded the contract or benefit. Proposers may mark for redaction any confidential or proprietary information, as appropriate, prior to submitting a Proposal to this RFP. Proposers should clearly indicate net worth or other proprietary financial data that the City should redact should the RFP Proposal be publicly disclosed, in accordance to Section 67.24 of the San Francisco Administrative Code.

F. Compliance with Laws and Regulations

Contractor shall comply with all applicable federal, state, 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 Application prior to their delivery, it shall be the responsibility of the Awarded Contractor to notify the City at once, indicating in its 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 Agreement.

G. 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 Application. All current and future Subcontractors must conform to all City policies regarding Subcontractors. Furthermore, each Proposer, and subsequent Contractor, 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 Contractor.

H. Release of Liability

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

I. Standard Agreement Provisions

Contractor will be required to enter into a contract agreement. 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.

Please see HSH's standard contract for a sample agreement: <http://hsh.sfgov.org/wp-content/uploads/P-600-HSH-Instructions-4-19-for-posting.pdf>.

J. Nondiscrimination in Contracts and Benefits

Contractor 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. Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available at <http://sfgov.org/cmd/>.

K. Companies Headquartered in Certain States

Contractor will be required to comply with San Francisco 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 agreement 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 agreement will be performed in a state on the Covered State List may not enter into contract agreements with the City. A list of states on the Covered State List is available at the website of the City Administrator.

L. Minimum Compensation Ordinance (MCO)

If applicable, Contractor may be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco 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.

M. Health Care Accountability Ordinance (HCAO)

If applicable, Contractor may 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 San Francisco Administrative Code Chapter 12Q. Contractors 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.

N. First Source Hiring Program (FSHP)

If the contract is for more than \$50,000, then the First Source Hiring Program, per the San Francisco Administrative 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.

Contractors 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 <https://oewd.org/first-source> and from the First Source Hiring Administrator, at 415.701.4848.

O. Conflicts of Interest

Contractor 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. Contractor 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/subcontractors 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.

P. Insurance Requirements

Upon award, Proposer 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; Policy must include Abuse and Molestation coverage. (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.

Q. Compliance with Municipal Codes

Contractors 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.

VII. PROTEST PROCEDURES

The City reserves the right to proceed with its Contractor selection and/or negotiation process during any protest period. The City will cease its Contractor 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 email (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth 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 email (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth business day after the City's issuance of the notice of intent to award a contract(s).

C. Protest Submittal

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 email addressed to Gigi Whitley, Deputy Director for Administration and Finance for the Department of Homelessness and Supportive Housing 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.

VIII. STANDARD CITY VENDOR/SUPPLIER⁷ FORMS

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

Proposer must fulfill the City's administrative requirements for doing business with the City and become a compliant supplier prior to contract award. Fulfillment is defined as completion, submittal, and approval by applicable City agencies of the forms and requirements referenced below.

Before the City can award any agreement to a contractor, all vendors must become a City Vendor by meeting the requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms

In order to become eligible to do business with the City, vendors must first become an Approved Supplier by following the instructions on the San Francisco City Partner Become a Supplier page: <https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx>.

At a minimum, vendors will be required to complete the following steps:

1. Register to become a "Registered Bidder"
2. Complete a San Francisco Business Tax Registration

⁷ In this RFP section, the term "Vendor" is used interchangeably with "Supplier," and describes a provider seeking to enter into contract or contract agreement 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.

3. Complete a 12B Equal Benefits Declaration

To view step-by-step directions on how to become an Approved Supplier, visit

<https://sfcitypartnersupport.sfgov.org/support/solutions/articles/11000022936-bidder-a-step-by-step-guide-to-becoming-an-approved-supplier>.

Vendors must have:

1. A City-issued vendor/supplier number;
2. Have all compliance paperwork submitted and approved by the City; and
3. Have an executed agreement or purchase order before payments can be made.

Once a vendor/supplier number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's vendor/supplier portal.

The City and County of San Francisco requires vendors/suppliers to comply with multiple ordinances and provide proof of insurance coverage, including compliance with the below. Please visit <https://sfgov.org/oca/qualify-do-business> for a list of the forms and when they are required.

- Minimum Compensation Ordinance
- Health Care Accountability Ordinance
- Insurance Requirements
- Payment (Labor and Material Bond)
- Performance Bond
- Local Business Enterprise Program
- Sweatfree Contracting Ordinance
- Nondiscrimination in Contracts