



# City and County of San Francisco

**Request For Proposals (RFP)**  
**Department of Homelessness and Supportive Housing (HSH) Consultant Services**  
**RFP#HSH2022-137 (RFP# 137)**  
**Contact: Tasha Bellamy | [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org)**

## Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Applications from qualified Applicants to deliver as-needed consultant services to the City and County of San Francisco Department of Homelessness and Supportive Housing (HSH).

## Schedule<sup>1</sup>

RFP Issued	Wednesday April 6, 2022
Deadline for Written Questions	Thursday April 14, 2022
Answers and Clarifications Published	Wednesday April 20, 2022
<b>Deadline to Submit Proposals</b>	Wednesday May 4, 2022
Intent to Award Notification	May and June 2022
Agreement Commence	Summer/Fall 2022

## Limitation on Communications

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contact whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contact whose name appears in this Solicitation, including any City official, representative or employee, is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Proposer or potential Proposer from the competitive process. This protocol does not apply to communications with the City regarding business that is unrelated to this Solicitation.

## Appendices

Appendix 1: Application Template

Appendix 2: Price Proposal Template

## Attachments

Attachment 1: City’s Proposed Agreement Terms

Attachment 2: Proposer Questionnaire and References

Attachment 3: CMD Form 3

Attachment 4: First Source Hiring Form

Attachment 5: HCAO and MCO Declaration Forms

<sup>1</sup> Dates are subject to change. Check the HSH website for latest schedule at <http://hsh.sfgov.org/overview/procurements/>.

## Contents

<b>I.</b>	<b>BACKGROUND.....</b>	<b>4</b>
A.	<i>Intent.....</i>	4
B.	<i>Anticipated Agreement Terms.....</i>	4
C.	<i>Anticipated Amount Available.....</i>	4
D.	<i>Indefinite Quantity, As-Needed Contract.....</i>	4
E.	<i>Cooperative Agreement.....</i>	5
F.	<i>Terms and Acronyms Used in this RFP.....</i>	5
G.	<i>Funding and Sources.....</i>	6
<b>II.</b>	<b>DELIVERING SERVICES WITH EQUITY.....</b>	<b>7</b>
<b>III.</b>	<b>CONTEXT AND VISION FOR STRATEGIC PLANNING PROCESS.....</b>	<b>7</b>
<b>IV.</b>	<b>SCOPE OF WORK.....</b>	<b>8</b>
A.	<i>Strategic Planning.....</i>	8
B.	<i>Stakeholder and Community Engagement Services.....</i>	10
C.	<i>Consulting Services Related to Medi-Cal and CalAIM.....</i>	10
D.	<i>Advancing Equity at HSH and across the Homelessness Response System.....</i>	12
E.	<i>Department Organizational Development, Planning, Capacity-building, Executive Team and Management facilitation, and Support.....</i>	13
<b>V.</b>	<b>PRE-APPLICATION INFORMATION.....</b>	<b>13</b>
<b>VI.</b>	<b>PROCUREMENT ANSWERS AND CLARIFICATIONS.....</b>	<b>13</b>
<b>VII.</b>	<b>SUBMISSION REQUIREMENTS.....</b>	<b>14</b>
A.	<i>Time and Place for Submission of Proposals.....</i>	14
<b>VIII.</b>	<b>SUBMISSION FORMAT.....</b>	<b>14</b>
<b>IX.</b>	<b>PROPOSAL CONTENTS AND EVALUATION CRITERIA.....</b>	<b>15</b>
<b>X.</b>	<b>CONTRACTOR SELECTION.....</b>	<b>22</b>
A.	<i>Additional Information.....</i>	22
B.	<i>Minimum Qualifications.....</i>	22
<b>XI.</b>	<b>TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS.....</b>	<b>22</b>
A.	<i>Errors and Omissions in RFP.....</i>	22
B.	<i>Inquiries Regarding RFP.....</i>	22
C.	<i>Objections to RFP Terms.....</i>	23
D.	<i>Change Notices.....</i>	23

E.	<i>Term of Application</i> .....	23
F.	<i>Revision of Application</i> .....	23
G.	<i>Errors and Omissions in Application</i> .....	23
H.	<i>Financial Responsibility</i> .....	23
I.	<i>Applicant’s Obligations under the Campaign Reform Ordinance</i> .....	24
J.	<i>Sunshine Ordinance</i> .....	24
K.	<i>Public Access to Meetings and Records</i> .....	25
L.	<i>Reservations of Rights by the City</i> .....	25
M.	<i>No Waiver</i> .....	25
N.	<i>Reserved. (Local Business Enterprise (LBE) Goals and Outreach).</i> .....	25
O.	<i>Compliance with Previous Grant and Contract Requirements</i> .....	25
P.	<i>Other Terms and Conditions</i> .....	26
<b>XII.</b>	<b>CITY AGREEMENT REQUIREMENTS</b> .....	<b>26</b>
A.	<i>How to Become Eligible to Do Business with the City</i> .....	26
B.	<i>Contract Terms and Negotiations</i> .....	27
C.	<i>Standard Agreement Provisions</i> .....	27
D.	<i>Nondiscrimination in Contracts and Benefits</i> .....	27
E.	<i>Companies Headquartered in Certain States</i> .....	27
F.	<i>Minimum Compensation Ordinance (MCO)</i> .....	28
G.	<i>Health Care Accountability Ordinance (HCAO)</i> .....	28
H.	<i>First Source Hiring Program (FSHP)</i> .....	28
I.	<i>Conflicts of Interest</i> .....	28
J.	<i>Insurance Requirements</i> .....	28
K.	<i>Compliance with Municipal Codes</i> .....	29
A.	<i>Compliance with Laws and Regulations</i> .....	29
B.	<i>City’s Approval Rights over Subcontractors and Subcontractor Payments</i> .....	29
L.	<i>FEMA Emergency &amp; Exigency Grant/Contract Requirements</i> .....	29
<b>XIII.</b>	<b>PROTEST PROCEDURES</b> .....	<b>29</b>
A.	<b><i>Protest Procedures</i></b> .....	<b>30</b>
<b>XIV.</b>	<b>CITY SOCIAL POLICY REQUIREMENTS</b> .....	<b>30</b>
A.	<b><i>Proposers Unable to do Business with the City</i></b> .....	<b>30</b>
<b>XV.</b>	<b>LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS</b> .....	<b>32</b>

## 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 as-needed consultant services to the City and County Department of Homelessness and Supportive Housing (HSH) for the following service components:

1. Strategic Planning
2. Stakeholder and Community Engagement Services
3. Consulting Services Related to Medi-Cal and CalAIM
4. Advancing Equity at HSH and across the Homelessness Response System
5. Department Organizational Development

HSH reserves the right to award one for each service component through this RFP to the Proposers that meet the Minimum Qualifications of this Solicitation and obtain the highest-ranking scores. Proposers selected for multiple components may have the option to combine their services into one contract. Interested parties must apply for each service component they are interested in providing and must meet the minimum qualifications for each component.

Proposers may subcontract any portion of the work included in each service component, but HSH will only enter into an agreement with the prime/lead Contractor.

Awarded Contractor(s) is expected to provide all services described under each service component for which they applied, either directly or through a subcontractor, as listed in this RFP, and in compliance with the funding requirements.

**Any organization that wishes to provide consultant services must apply under this RFP. This includes all organizations that are currently providing such services to HSH and those that wish to do so in the future.**

### B. Anticipated Agreement Terms

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of two years. The City at its sole, absolute discretion, shall have the option to extend the term for three additional years for a total of five years.

### C. Anticipated Amount Available

A contract awarded pursuant to this procurement shall have a not to exceed ("NTE") amount as follows for the initial term. Should the contract be extended, the NTE may proportionally increase as well.

Service Component	Estimated Annual Budget	NTE
1. Strategic Planning	\$175,000	\$350,000
2. Stakeholder and Community Engagement Services	\$75,000	\$150,000
3. Consulting Services Related to Medi-Cal and CalAIM	\$225,000	\$450,000
4. Advancing Equity at HSH and across the Homelessness Response System	\$150,000	\$300,000
5. Department Organizational Development	\$100,000	\$200,000

### D. Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of services for any of the Proposers selected for contract negotiations or for the awarded Contractor. Unless otherwise specified herein, deliveries and services will be

required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may require any greater or lesser quantity.

**E. Cooperative Agreement**

Any other City department, public entity or nonprofit made up of multiple public entities, may use the results of this Solicitation to obtain some or all the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

**F. Terms and Acronyms Used in this RFP**

<b>Term</b>	<b>Definition</b>
Access Points	Access Points are localized community gateways into San Francisco’s Homelessness Response System (HRS), which is the overall system of programs and housing opportunities for those experiencing homelessness. The Access Point staff assess households for service needs and eligibility and provide Problem Solving, needs assessment, prioritization, and referrals to appropriate resources.
Applicant	Any entity submitting an Application in response to this RFP.
Application	A response to this RFP detailing how an Applicant will meet the requirements of this RFP.
BCSH	BCSH is California’s Business Consumer, Services and Housing.
BIPOC	Black, Indigenous, and people of color
CalAIM	CalAIM is the State of California’s Medi-Cal transformation initiative, which seeks to move Medi-Cal towards a population health approach that prioritizes prevention and whole person care. CalAIM will offer Medi-Cal enrollees coordinated and equitable access to services that address their physical, behavioral, developmental, dental, and long-term care needs, throughout their lives, from birth to a dignified end of life.
CalAIM Community Supports	New services provided by Medi-Cal managed care plans as cost effective alternatives to traditional medical services or settings. Community Supports are designed to address social drivers of health. There are 14 Community Support services. Housing-related Community Supports include housing deposits, housing transition navigation and housing tenancy and sustaining services.
City	City refers to the City and County of San Francisco.
Coordinated Entry	Coordinated Entry organizes the Department of Homelessness and Supportive Housing (HSH) 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 to serve three subpopulations through Access Points: Adults, Family, and Youth.
DPH	Department of Public Health (DPH)
EHR	Electronic Health Record
HHAP	Homeless Housing, Assistance and Prevention
HHIP	Homelessness and Housing Incentive Plan
HSA	Human Services Agency (HSA)
Homeless	The U.S. Department of Housing and Urban Development (HUD) designates an individual or family household as homeless if it lacks a fixed, regular, and adequate

<b>Term</b>	<b>Definition</b>
	nighttime residence. The definition also refers to a household who has a primary nighttime residence that is either a supervised publicly or privately operated shelter designed to provide temporary living accommodations; an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings. HUD's Homeless Definition Final Rule further establishes specific categories of homelessness.
HMIS	Homeless Management Information System
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. Core components of the HRS include Coordinated Entry, Problem Solving, Street Outreach, Temporary Shelter, Housing, and Housing Ladder programs.
Housing	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 (e.g. subsidized housing with services).
HSH	The Department of Homelessness and Supportive Housing is the City and County of San Francisco's department responsible for the Homelessness Response System (HRS) and is also referred to as HSH. The HRS is the overall network of services to address homelessness and serve individuals experiencing homelessness. 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.
HSH Strategic Framework	The HSH Five-Year Strategic Framework outlines ambitious, yet achievable goals of the Department of Homelessness and Supportive Housing (HSH). It provides a roadmap for reducing homelessness in San Francisco and making it a rare, brief, and one-time occurrence: <a href="http://hsh.sfgov.org/research-reports/framework/">http://hsh.sfgov.org/research-reports/framework/</a> .
HSOC	Healthy Streets Operation Center (HSOC).
MOHCD	Mayors Office of Housing and Community Development (MOHCD)
Online Navigation and Entry System (ONE System)	The ONE System is the Homeless Management Information System (HMIS) data platform used for all housing and services for people experiencing homelessness in San Francisco. Managed by HSH, the ONE System is a participant-level database that is used system-wide to track all HSH related services and housing placements.
PIT	Point In Time
RFP	RFP is Request for Proposal.
Street Homelessness	Street homelessness is defined as a person who is living outdoors, usually referring to those who are homeless or in encampments.
Unsheltered	An unsheltered individual is a person who is living in a place not meant for human habitation, including those living outdoors, in vehicles, or in encampments.

## **G. Funding and Sources**

The sources of funding for services provided under this RFP will depend on the service component and may include local General Fund, state funding, federal funding or private funds. Payment for all services provided in accordance with provisions under this RFP shall be contingent upon the availability of funds for providing these services. The City shall not be required to provide any definite units of service, nor does the City guarantee any minimum amount of funding for the services described in this RFP.

## II. DELIVERING SERVICES WITH EQUITY

---

HSH is seeking to partner with Contractors who demonstrate a deep understanding of and focus on racial equity, with the intent of achieving different outcomes in the communities HSH serves and paying close attention to those who are often excluded.

HSH emphasizes racial equity in its work to address homelessness, recognizing that racism is a root cause of homelessness. Systemic inequities must be discussed and addressed on an interpersonal and structural level to advance equitable outcomes and respond to the disparate impact of structural racism on people experiencing homelessness.

The [HSH Strategic Framework](#) includes a call for making the Homelessness Response System (HRS) more equitable as one of its guiding principles. The historic and continuing impact of anti-Blackness and white supremacy, and of homophobia and anti-trans bias, have led to vastly disproportionate levels of homelessness for communities of color, lesbian, gay, bisexual, and queer (LGBQ+) and transgender persons. Deeply racialized systems are costly and depress outcomes and life chances for people of color experiencing homelessness.

COVID-19 has heightened these impacts, with communities of color vastly more likely to be impacted. Equity must be the foundational consideration in everything HSH does, and the Department is working to bring an equity lens to the forefront of all its planning and actions.

## III. CONTEXT AND VISION FOR STRATEGIC PLANNING PROCESS

---

In October 2017, HSH published its Five-Year Strategic Framework, which lays out the Department's vision and top priorities for significantly reducing homelessness in San Francisco. The Framework describes the key components of San Francisco's Homelessness Response System (HRS) designed to reduce homelessness and includes goals focused on 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. Since 2017, the Strategic Framework has been updated to reflect the changing needs of the population, availability of resources, and innovations in homelessness interventions and system design. The Framework concludes at the end of 2022.

***Building on the HSH Strategic Framework and its systemic approach to respond to homelessness, HSH seeks consulting services to develop a new multi-year, city-wide San Francisco Strategic Plan on Homelessness (“the Plan”). To develop the Plan, HSH and its consultants and partners will lead a Strategic Planning process to be completed by December 2022. The Strategic Planning process will be executed in two phases. Phase 1 is currently underway. Services procured under this Solicitation will comprise Phase 2, which will occur between July and December of 2022.***

The Plan will lay out a coordinated and systemic vision for the expansion of the homelessness response system, measurable outcomes and goals, and accompanying strategies. The Plan will also include shared strategies of HSH's community partners and the people who we serve including people with lived experience of homelessness, service providers, city agencies, and public and private sector partners to align around a clear vision, set of outcomes, and investments.

A primary goal of the homelessness response system is to respond to the disparate impact of racism and other structural inequities on people who are unhoused. Thus, the Plan will focus on advancing racial and gender equity, center the lived experience of people who are unhoused, include specific goals and strategies for reducing unsheltered homelessness, and establish equity outcomes and strategies.

The Strategic Plan shall include:

- A strategic citywide vision for the homelessness response system.
- Measurable system and program performance outcomes, goals, and strategies centered on advancing equity and reducing homelessness among adults, youth, and families.
- Specific strategies to advance racial equity with measurable goals that ensure that programs, services, and processes are designed and operated through an equity lens.
- A specific action plan to address unsheltered homelessness.
- Alignment with San Francisco’s submission of State of California’s Business Consumer, Services and Housing (BCSH) [HHAP 2022](#) Homelessness Action Plan Goals and Homelessness and [Housing Incentive Plan \(HHIP\)](#) 2022 Plan Goals (development of these plans are in process as part of Phase 1 and will be complete June 30<sup>th</sup>).
- Alignment of relevant outcomes with other city agencies and systems including but not limited to Department of Public Health (DPH), Human Services Agency (HSA), Mayors Office of Housing and Community Development (MOHCD), and the Healthy Streets Operation Center (HSOC).
- Clear implementation timelines with accompanying implementation plan.
- Priorities, goals and strategies developed in collaboration, deep and consistent engagement with people with lived experience, community service providers, and city and community partners.
- The alignment of homelessness response system investments within HSH and across other relevant City departments.
- Data from HSH’s “ONE” System and other relevant data sources, evaluations, and needs assessments.
- Recommendations regarding the design and coordination of new and existing governance bodies to oversee components of the homelessness response system.

Proposers are encouraged to familiarize themselves with the department and the HSH Strategic Framework, which may be found at [hsh.sfgov.org](http://hsh.sfgov.org).

This section is a general guide to the work the City expects Contractor to perform and is not a complete listing of all services or requirements.

#### **IV. SCOPE OF WORK**

---

The description below outlines the key program elements and services the selected Contractor(s) will provide. Contractors should use this description when designing their proposed programs. However, Contractors may suggest modifications and/or additions that will, in their estimation, make the project more feasible or effective. Contractors may also propose that they will subcontract one or more elements of their project to other Contractors, provided that those partners have been identified and described in the submission.

##### **A. Strategic Planning**

Awarded Contractor shall participate in the collaborative development and drafting of The Plan to be completed and published by December 2022. The planning process will be executed in phases and include various components of planning activities. The planning process will engage HSH leadership, HSH staff, relevant city agencies and systems, people with lived experience of homelessness, community service providers, advocates, public bodies and elected officials, members of the public, and other relevant stakeholders.

The **lead consultant or consultant team** shall provide all services under this component:

##### **1. Develop a Multi-year San Francisco Strategic Plan on Homelessness (“The Plan”)**

- Refine and execute the design of “Phase 2” of the Strategic Planning process to develop and draft the Plan. (Phase 1 of Strategic Planning is currently in progress by HSH’s Planning Performance and Strategy Division).



- Project manage various planning efforts of HSH and community planning workgroups and teams, city partners, and consultants to be engaged within the planning and strategy development process and coordinate closely with community engagement partners.
- Develop materials for planning meetings, workgroups, and stakeholder discussions.
- Integrate San Francisco's HHAP Homelessness State Action Plan framework (currently in development) into Phase 2 of the planning process and support the development of strategies and actions to achieve identified goals.
- Develop an accompanying investment plan that includes multiple funding sources and is informed by analysis of existing resources, current system modeling, and needs assessment data.
- Incorporate the 2022 HSH Coordinated Entry Evaluation findings (currently in development) to inform the Phase 2 strategic planning work.
- Support and continue system modeling activities currently underway.
- Provide guidance on best and strongest evidence-informed practices and strategies for preventing and ending homelessness to help achieve the Plan's goals.
- Design, facilitate and support in-depth planning processes with other city agencies, partners, and mainstream systems.
- Execute the drafting, preparation, and approvals of final Strategic Plan materials and support public education activities related to the Strategic Plan.

## 2. Technical assistance to support implementation and emerging needs of HSH

The Lead Strategic Planning Consultant or Consultant Team shall also provide Technical Assistance (TA) as needed to support the implementation of certain components and interventions in the Strategic Plan including:

- TA on best practices, emerging needs, and additional projects that surface during the process of implementing the strategic plan based on Contractor's available capacity and subject-matter expertise
- Provide guidance to HSH's senior management team on change management and systems transformation
- Attend regular HSH internal project management meetings and weekly project management check-ins
- Help maintain and update master planning documents
- Provide project management support and monitor progress on implementation to ensure successful and timely completion of deliverables
- Review, analyze and evaluate system and program data as needed
- Provide TA and recommendations to help guide improvements to the ONE System and other data capture and reporting activities of the department
- Attend meetings with service providers, senior city staff, stakeholders and the media
- Provide written reports and presentations as needed
- Perform and support change management activities as needed

## 3. HSH 2017-2022 Strategic Framework Review and Implementation Support

- Complete a report that reviews the progress HSH has made toward achieving the goals in the [Five-Year Strategic Framework \(2017-22\)](https://hsh.sfgov.org/wp-content/uploads/2017/10/HSH-Strategic-Framework-Full.pdf)<sup>2</sup>, the [Youth Addendum](https://hsh.sfgov.org/wp-content/uploads/2019/03/Youth-SF-Addendum-March-2019_-FINAL-PROOFED-031119.pdf)<sup>3</sup>, and the [2021 Strategic](#)

<sup>2</sup> Five-Year Strategic Framework: <https://hsh.sfgov.org/wp-content/uploads/2017/10/HSH-Strategic-Framework-Full.pdf>

<sup>3</sup> Youth Addendum: [https://hsh.sfgov.org/wp-content/uploads/2019/03/Youth-SF-Addendum-March-2019\\_-FINAL-PROOFED-031119.pdf](https://hsh.sfgov.org/wp-content/uploads/2019/03/Youth-SF-Addendum-March-2019_-FINAL-PROOFED-031119.pdf)

[Framework Update and Implementation Plan](#)<sup>4</sup>. Findings of this report will inform the Strategic Plan (see Section 2 described below).

- Support the facilitation of the ongoing Strategic Framework Advisory Committee, HSH’s Advisory Body of leaders representative of the homelessness response system.
- Facilitate Annual Provider Conference to support the implementation of the Strategic Framework and launch and transition to the new City-wide Strategic Plan in 2023.

## **B. Stakeholder and Community Engagement Services**

The purpose of Stakeholder and Community Engagement Services is to facilitate community discussions and collect and analyze stakeholder input to inform the collaborative Strategic Planning process as well as to inform other HSH departmental planning, decision-making, and process improvement efforts.

Awarded Contractor shall engage with key stakeholders including people experiencing homelessness, community-based organizations and service providers, other City departments, advocates, public and private partners, City residents and members of the public, civic groups, or individual neighborhoods with populations disparately impacted by homelessness. Awarded Contractor will coordinate closely with HSH Planning Division and Lead Strategic Planning Consultant or Consultant Team.

Services include, but are not limited to:

- i. Outreach, engagement, and facilitation of people with lived experience of homelessness
- ii. Stakeholder outreach, including development and implementation of electronic, print, media, and community-based outreach strategies
- iii. Stakeholder engagement, including managing engagement processes and data collection plans, collecting and analyzing input via a range of data collection instruments, and reporting results and recommendations
- iv. Facilitation of focus groups and interviews with individuals and segments of the community in San Francisco
- v. Facilitation of stakeholder meetings and discussions and topic-focused workgroups to design strategies to include in the Strategic Plan
- vi. Facilitate collaboration and partnership between stakeholders through community discussions and convenings
- vii. Surveys of stakeholders, including statistical analysis, and reporting
- viii. Miscellaneous data collection and analysis

## **C. Consulting Services Related to Medi-Cal and CalAIM**

The State of California is engaged in a process called California Advancing and Innovating Medi-Cal (CalAIM), which is bringing about the largest changes to the Medi-Cal program in decades. CalAIM is expanding Medi-Cal programming to target the social determinants of health, including housing and homeless services. HSH wishes to deliver these new CalAIM housing-related Community Supports through its contracted network of nonprofit service providers (the ‘Homelessness Response System’). However, Medi-Cal participation requires compliance with complex regulatory requirements related to data security, Medi-Cal billing and service delivery – requirements which have generally not applied to HSH and the SF Homelessness Response System until now.

The Awarded Contractor for this service shall provide technical expertise to inform all aspects of HSH’s planning to prepare for implementation of CalAIM housing-related Community Supports and lead the department’s implementation readiness activities. At this time, HSH’s timeline for staggered

<sup>4</sup> Strategic Framework Update and 2021 Implementation Plan: <https://hsh.sfgov.org/wp-content/uploads/2021/03/2021-Implementation-Plan-FINAL-4-1-21.pdf>

implementation of housing-related Community Supports is yet to be finalized, but initial implementation is expected to be between January 2023 and January 2024. Awarded Contractor will work in close coordination with the HSH Planning, Performance and Strategy team, IT team and fiscal team, as well as partners at the Department of Public Health and managed care plans.

### **1. Consulting Services and Training Regarding Provision of Medi-Cal Services**

Awarded Contractor shall serve as a Medi-Cal subject matter expert on general Medi-Cal program requirements and advise on the compliance with these requirements as CalAIM housing-related Community Supports are implemented throughout HSH and its Homelessness Responses System. These requirements include but are not limited to:

- Determination of medical necessity
- Documenting client consent for services
- Physical accessibility requirements related to facilities in which Medi-Cal services are provided

Awarded Provider shall provide consulting services regarding program requirements specific to CalAIM housing-related Community Supports and advise on the compliance with these requirements as CalAIM homeless services are implemented throughout HSH and its Homelessness Responses System. These requirements are expected to evolve, but currently include:

- Pre-authorization /blanket authorization / presumptive eligibility
- Creating a documented service plan for each client served

Awarded Contractor shall provide consulting services regarding the development and implementation of policies and procedures for HSH and the Homelessness Response System, that comply with CalAIM requirements. Awarded Provider will also create training resources and deliver training to HSH and the Homelessness Response System regarding CalAIM program requirements and implementation in formats that may include:

- Live, recorded, and in-person training sessions
- Handbooks, job aides or other training documents
- 1:1 or group technical assistance sessions

### **2. Consulting Services Regarding Medi-Cal Security and IT Requirements**

Awarded Contractor shall serve as a subject matter expert on security and IT requirements regarding the Medi-Cal program generally and CalAIM housing-related Community Supports specifically. Subject matter expertise of Awarded Provider must include the Health Insurance Portability and Accountability Act (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“the HITECH Act”), regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and sections of the California Civil Code and Welfare and Institutions Code regarding the security of confidential client information in the context of healthcare and social services.

Awarded Contractor shall provide review of IT infrastructure and security practices of HSH and its contractors. Deliverables associated with this review shall include documentation of IT and security upgrades and other steps required for compliance with the IT and security requirements that apply to the provision of CalAIM housing-related Community Supports. Awarded Provider shall also provide IT security review resources to support CalAIM implementation, such as a compliance checklist or boilerplate language for data security agreements.

### **3. Consulting Services Regarding Data Exchange**

Awarded Provider shall provide consulting services to support the development, implementation, and iteration of complex data exchange processes required for program operations and Medi-Cal billing related to CalAIM housing-related Community Supports. Awarded Provider experience shall include complex IT implementations for entities collaborating and breaking down silos across multiple systems, such as healthcare, social services, and insurers; and systems of record used in each, including Electronic Health Records (EHR) and Homeless Management Information Systems (HMIS). Awarded Provider must bring an understanding of best practices and data exchange models being used in other parts of the state and country for similar purposes. It would be beneficial for Awarded Provider to have experience with Health Information Exchanges, Community Health Records/Social EHR, and related products and systems, although they will not be part of the initial CalAIM implementation in San Francisco.

#### **D. Advancing Equity at HSH and across the Homelessness Response System**

HSH seeks to become an institution that represents the diversity of the communities we serve and fosters a more diverse, equitable, and inclusive culture that recognizes and creates belonging for everyone in our Homeless Response Systems across all work functions, levels, and services. Diversity, Equity, and Inclusion (DEI) is the foundation upon which HSH engages and assists those we serve, builds relations with those who provide services on our behalf, and infuses the values and beliefs that enable our colleagues and contractors to develop their potential and bring their full selves to the work we do to end homelessness in the city and county of San Francisco. Thus, equity must be the foundational consideration in everything HSH does, and the Department is working to bring an equity lens to the forefront of all its planning and actions. In response, HSH has enacted a Racial Equity Plan, for which we are seeking consulting services to implement certain components.

HSH is seeking to partner with Contractors who demonstrate a deep understanding of and focus on racial equity to achieve different outcomes in the communities HSH serves and pay close attention to those who are often excluded. Proposers shall demonstrate the ability to conduct equity-focused data analyses and use feedback from the served population to enhance services.

Anticipated service areas for consulting support include, but are not limited to, the following:

##### **1. DEI Trainings for HSH Staff**

HSH seeks a contractor that will support and facilitate a series of three DEI based trainings focused on White Supremacy Culture at the systemic/institutional, interpersonal, and internalized levels to equip staff with an increased fluency of how these concepts manifest in society, the Homelessness Response System, and in HSH's work with people experiencing homelessness and service providers. The goal is to have HSH improve the overall fluency of staff on these issues and apply this increased fluency to their roles consistently both internally at HSH and externally with community providers and partners. Contractor shall plan, support, and facilitate professional development & staff engagement activities ranging from full-day retreats to guided activities and trainings.

##### **2. DEI Initiatives for HSH Staff**

###### **Training and Mentorship Program**

Develop and support implementation of a mentorship program between junior and senior staff to increase pathways towards leadership for marginalized employees.

###### **Affinity Spaces**

Design equity initiatives that build affinity spaces for the most marginalized identity groups among HSH.

### **Racial Equity Accountability Framework**

In partnership with the HSH Chief Equity Officer, and through facilitated conversations with the department's staff, BIPOC-led service providers and Strategic Framework Advisory Committee, the awarded Contractor shall develop:

- a method of tracking HSH's progress on action steps delineated in its Racial Equity Plan,
- metrics to track the department's racial equity goals, and
- reporting tools and oversight structures to bring transparency and accountability to the department's DEI work.

Awarded Contractor may also be enlisted to support the development of a Phase 2 Racial Equity Plan for the department, focused on advancing racial equity through the delivery of homelessness response and housing services.

### **3. Advancing Race Equity in the Homelessness Response System**

Provide analysis, recommendations, technical assistance, and capacity building with respect to progress toward the department's equity and strategic goals of the homelessness response system's outcomes, including HSH's processes, programs and services and their impact across race, ethnicity, gender, and sexual orientation for people experiencing homelessness. This shall include program design, equity outcome goal setting, and capacity building and training to reduce disparities and advance equity for people who have been historically marginalized and excluded at the program and system-wide levels.

### **E. Department Organizational Development, Planning, Capacity-building, Executive Team and Management facilitation, and Support**

HSH is a relatively new department in a period of expansion and growth. In the last year, a leadership team has been onboarded. Significant new budgetary resources are available to scale up service delivery, and the department is rapidly adding new staff. The consultant(s) awarded under this service component will work in close collaboration with the HSH Executive Leadership team to support the department's organizational development and internal-facing planning. Specific tasks may include the following:

- i. Facilitate team building and development of shared vision amongst the members of the department's executive leadership and management teams
- ii. Facilitate organizational strategic planning sessions with the department's executive leadership and management teams
- iii. Advise on governance and implementation structures to operationalize the vision, goals, and recommendations of the department's new strategic plan
- iv. Develop a capacity-building plan for organizational growth and management
- v. Facilitate departmental change management efforts

## **V. PRE-APPLICATION INFORMATION**

---

### **A. Procurement Questions Deadline**

Due to social distancing requirements, there will be no in-person pre-Proposal conference. Proposals may submit questions via email to: [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org) until the Questions Deadline. Proposer specific questions about compliance with the City's vendor requirements in section XII. City Social Policy Requirements are not subject to the above deadline and may still be answered by the contact designated in this procurement.

## **VI. PROCUREMENT ANSWERS AND CLARIFICATIONS**

---

A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

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

## **VII. SUBMISSION REQUIREMENTS**

---

### **A. Time and Place for Submission of Proposals**

Applications are due electronically in the format detailed below and must be received by the Applications Deadline.

Applicants shall submit the Appendix1: Application Template with requested attachments in **one** PDF to **HSHProcurements@sfgov.org**. The PDF file name and email subject should include the RFP number (RFP #137) and the Applicant organization's name as such: RFP 137 – Applicant Organization Name.

Applications submitted by fax will not be accepted. Applicants must receive an email confirmation from the City to be considered submitted. Supplemental documents or revisions submitted after the Applications Deadline will not be accepted.

## **VIII. SUBMISSION FORMAT**

---

Applicants must submit one Appendix 1: Application Template and submit requested attachments in one combined PDF document. This is necessary so that all Applications can receive fair and consistent evaluation. Applications that do not follow the required format may not be considered. Information must be at a level of detail that enables effective evaluation.

**IX. PROPOSAL CONTENTS AND EVALUATION CRITERIA**

---

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
1.Summary	Appendix 1: Application Template	1.1 Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Proposed Services, Collaboration information, if any 1.2 Certifications	HSH will review for pass/fail: <ul style="list-style-type: none"> <li>• Did applicants complete Appendix 1: Applicant Template?</li> </ul>	Pass/ Fail

<p>2. Minimum Qualification</p>	<p>Appendix 1: Application Template and Attachment 2: Proposer Questionnaire and References</p> <p>Appendix 1: Application Template</p>	<p>Applies to all applicants:</p> <p>2.1 Applicant must demonstrate that they are not debarred or suspended on the federal SAMS<sup>5</sup> database by attaching proof that the applicant is not debarred or suspended.</p> <p>2.2 Respondent must be a certified vendor with the City and County of San Francisco or have the ability to become a certified vendor within ten (10) days after notice of intent to award.</p> <p>2.3 Additional qualification by service component:</p> <ol style="list-style-type: none"> <li>1. Strategic Planning <ul style="list-style-type: none"> <li>• Minimum of ten (10) years of experience working on issues of homelessness and supportive housing</li> <li>• Minimum of five (5) years of proven experience successfully helping cities and counties with homeless systems re-design, including data systems related to homelessness, and conducting complex analyses of homelessness data from coordinated entry systems and homeless program interventions, including rapid re-housing and permanent supportive housing programs</li> </ul> </li> <li>2. Stakeholder Community and Engagement Services <ul style="list-style-type: none"> <li>• Minimum of one (1) year of experience in consulting services</li> <li>• At least two years of experience working with vulnerable or low-income populations</li> </ul> </li> <li>3. Consulting Services Related to Medi-Cal and CalAIM <ul style="list-style-type: none"> <li>• Minimum of two (2) years of proven experience providing consultation</li> </ul> </li> </ol>	<p>HSH will review for completeness/compliance:</p> <p>2.1 Did applicants attach copies of certification?</p> <p>2.2 Did applicants demonstrate a verifiable minimum of years of experience applicable to all applicants as referenced in the RFP?</p> <p>2.3 Did applicants demonstrate a verifiable minimum of years specified for each service category as referenced in the RFP?</p> <p>2.4 Did applicants include at least three references?</p>	<p>Pass/ Fail</p>
---------------------------------	---	--	---	-------------------



Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
		<p>services to government and/or public agencies</p> <ul style="list-style-type: none"> <li>• At least two (2) years of experience working on projects or providing consultation services related to CalAIM and/or Medi-Cal Whole Person Care Pilots.</li> </ul> <p>4. Advancing Equity at HSH and across HRS</p> <ul style="list-style-type: none"> <li>• Minimum of one (1) year of experience in consulting services</li> <li>• At least two (2) years of experience working with vulnerable or low-income populations</li> </ul> <p>5. Department Organizational Development</p> <ul style="list-style-type: none"> <li>• Minimum of five (5) years of proven experience providing consultation services to government and/or public agencies</li> <li>• At least three (3) years of experience working with organizations in capacity building, coaching, and supporting Executive and Management Teams</li> </ul> <p>2.4 Provide at least three written references – current and/or former.</p>		

<sup>5</sup> Applicants that do not have a SAMS account may create one here: <https://www.sam.gov/SAM/>.

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
3. Project Approach		<p>3.1 Applicants must describe their project approach to deliver the service component they are applying for and how this project approach will appropriately address the needs of this RFP (be sure to address all applicable items listed in Scope of Work).</p>	<p>3.1 How well does the applicants' plan demonstrate an effective process for the preparation of a work plan to align with the requirements of this RFP (e.g., how thoughtful, clear, and comprehensive are the project approach and collaboration methods described)?</p>	15
		<p>3.2 Applicant must describe its understanding of homeless services funding at the local, state, and federal levels. <i>Applicant for Service Component - CalAIM Consulting</i> must additionally describe its understanding of Medi-Cal funding and reimbursement systems.</p>	<p>3.2 How well does the applicants' plan demonstrate a clear understanding of various homeless services funding sources, including Medi-Cal reimbursement if applicable?</p>	15

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
		<p>3.3 Applicant must describe its experience working with or providing consulting services to government agencies and/or in collaborating with the nonprofit sector community service providers. Include in the response any experience working with the City and County of San Francisco and/or HSH’s service providers on the issue of homelessness.</p> <p><i>Applicant for Service Component - Strategic Planning</i> must additionally describe its experience performing complex analysis of homeless system data through “systems modeling” analysis tools with HMIS and Point In Time (PIT) data and homeless shelter and housing interventions.</p> <p><i>Applicant for Service Component - Stakeholder Engagement or Service Component - Advancing Equity</i> must additionally describe its experience working with vulnerable and/or low-income populations.</p>	<p>3.3 How experienced is the applicant in working with or providing consulting services to government agencies and/or in collaborating with the nonprofit sector community service providers, including any experience working with the City and/or HSH’s services providers on the issue of homelessness?</p>	20

<p>4. Organizational Capacity, Staffing, and Relevant Experience</p>		<p>4.1 Applicant must demonstrate that it has the organizational capacity and staffing structure needed to provide the proposed services including supervision and management.</p> <ol style="list-style-type: none"> <li>i. Attach resumes of key program staff and clearly identify which staff position they occupy, what their role in the RFP scope of work will be and provide written assurance that the key individuals listed and identified will be performing the work and will not be substitutes with other personnel or reassigned to another project without the City’s prior approval.</li> <li>ii. Identification of a qualified lead professional responsible for the project and identification of the professional(s) who will be performing the day-to-day work.</li> <li>iii. Identification of any sub-consultants who will be involved. If sub-consultants are proposed, describe the work they will perform and how they are qualified to perform it.</li> <li>iv. A statement regarding the availability of all the professionals who will be involved in the work, including any sub-consultants, and whether staff assigned to the work are based in or outside of the Bay Area. This should include a disclosure of commitments on other major projects involving the same professionals.</li> <li>v. A description of previously completed projects of similar scope and scale, including previous work in San Francisco, if applicable.</li> </ol>	<p>4.1 How well does the applicant demonstrate expertise of the organization necessary to complete the tasks, including relevance and quality of previously completed projects of similar size and scope, and adhere to schedules. The Applicant also demonstrate appropriate experience, professional qualifications and/or education of staff assigned to the project, a realistic description of the tasks to be performed by each staff person, reasonable workload and work schedule, staff availability, and accessibility.</p> <ul style="list-style-type: none"> <li>• The Applicant clearly demonstrates that it has the organizational experience and staffing structure to deliver the program as proposed. (10 points)</li> <li>• The staff, based on job descriptions and qualifications provided, and proposed staffing pattern can effectively provide the services described. (10 points)</li> <li>• The applicant has experience working on other relevant projects similar in scope and scale. (10 points)</li> </ul>	<p>30</p>
--	--	---	---	-----------

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
5. Fiscal Capacity - Budget	Appendix 2: Price Proposal Template	5.1 All costs to the City shall be included in the prices entered on the Appendix 2: Price Proposal Template for a 12-month period. <ul style="list-style-type: none"> <li>i. A not-to-exceed total budget amount</li> <li>ii. An outline of and cost for each major sub-task identified by the consultant, as presented in the proposal</li> <li>iii. The hourly rates for each person who will be involved in the work, including the rates for any sub-consultants</li> <li>iv. A separate cost proposal for participation in any meetings (on a per meeting basis) should be provided, outlining convened meetings and regular check-ins separately</li> <li>v. Costs for any additional services</li> </ul>	5.1 How reasonable, appropriate, and competitive are the proposer's costs within the requirements of this RFP and HSH's needs? The budget provided should reflect sound, adequate allocation of resources, matching the program components including staffing costs, operational costs, and capital costs (as appropriate). The budget supports the services proposed and is competitive with other proposals.	20
			<b>Total</b>	<b>100</b>

## **X. CONTRACTOR SELECTION**

---

This section describes the guidelines used for determining qualified Applications. It is the City's intent to qualify Applicants for the services in this RFP. Qualified Applicants that provide the best overall service package to the City may be selected for agreement negotiations.

Applicants who are qualified are not guaranteed an agreement. Applicants selected for negotiations are not guaranteed an agreement. This RFP does not in any way limit the City's right to solicit similar or identical services. The City may at a future date elect to fund additional Applicants not originally selected for funding, or increase agreement amounts to Awarded Providers.

### **A. Additional Information**

In some instances, the City may request additional information from Applicants prior to making a determination about qualification and/or agreement awards.

### **B. Minimum Qualifications**

The Applicant must clearly demonstrate that it meets the Minimum Qualifications to be considered for qualification. The Applicant's responses to Minimum Qualifications in RFP Appendix 1: Application Template and required attachments will be reviewed to determine qualification and eligibility for award.

The Minimum Qualifications determination will be solely based on the information submitted by the Applicant in Appendix 1: Application Template and required attachments. Insufficient or incomplete information may result in an Application 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 Application that does not demonstrate that the Applicant meets the Minimum Qualifications will be issued a notice of non-responsiveness and will not be evaluated or eligible for award under this RFP.

The City reserves the right to request clarifications from Applicants prior to rejecting an Application for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Applicant and will not provide an Applicant the opportunity to revise or modify its Application.

## **XI. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS**

---

### **A. Errors and Omissions in RFP**

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

### **B. Inquiries Regarding RFP**

Applicants 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: **HSHProcurements@sfgov.org**. All Applicant questions concerning the RFP process shall be submitted no later than 72 hours prior to the Applications Deadline. Applicants who fail to do so will waive all further rights to protest based on these specifications and conditions.

**C. Objections to RFP Terms**

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

**D. Change Notices**

The City may modify the RFP, prior to the Applications Deadline, by issuing Addenda to the RFP, which will be posted at <http://hsh.sfgov.org/overview/procurements/>. The Applicant shall be responsible for ensuring that its Application reflects any and all Addenda issued by the City prior to the Applications Deadline regardless of when the Application is submitted. Therefore, the City recommends that the Applicant consult the website frequently, including shortly before the Applications Deadline, to determine if the Applicant has downloaded all RFP Addenda. It is the responsibility of the Applicant to check for any Addenda, Questions and Answers, and updates, which will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

**E. Term of Application**

Submission of an Application signifies that the proposed services and prices are valid for the duration of this RFP and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

**F. Revision of Application**

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

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

**G. Errors and Omissions in Application**

Failure by the City to object to an error, omission, or deviation in the Application will in no way modify the RFP or excuse the Awarded Provider from full compliance with the specifications of the RFP or any agreement awarded pursuant to the RFP.

**H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by an Applicant 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. Applicant's Obligations under the Campaign Reform Ordinance**

Applicants must comply with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which states:

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Qualification, 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, Applicants should contact the San Francisco Ethics Commission at (415) 581-2300.

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

**L. Reservations of Rights by the City**

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

1. Waive or correct any defect or informality in any response, Application, or Application procedure;
2. Reject any or all Applications;
3. Reissue or reopen the RFP;
4. Prior to submission deadline for Applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Applications;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no award 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 an Applicant to observe any provision of this RFP.

**N. Reserved. (Local Business Enterprise (LBE) Goals and Outreach).**

**O. Compliance with Previous Grant and Contract Requirements**

Agencies submitting Applications 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 grants/contracts (e.g. corrective actions) in order to be considered responsive to this RFP. Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in agency disqualification to participate in this RFP.

**P. Other Terms and Conditions**

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

If a satisfactory agreement cannot be negotiated in a reasonable time with the selected Applicant, then the City, in its sole discretion, may terminate negotiations and begin agreement negotiations with the next highest scoring Applicant or may continue competition among remaining Applicants 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 agreements for similar or identical services if, in the City's sole and absolute discretion, it determines the Applications submitted in response to this RFP are inadequate to satisfy its needs.

**XII. CITY AGREEMENT REQUIREMENTS**

---

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

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

Before the City can award any agreement, 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.

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

**Step 1:** Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

#### **B. Contract Terms and Negotiations**

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. City's Proposed Agreement Terms are not subject to negotiation. Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

#### **C. Standard Agreement Provisions**

Depending on the awarding department, Awarded Provider will be required to enter into a grant or contract agreement. Failure to timely execute and 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 an award offer. The City, in its sole discretion, may select another Applicant.

Please see HSH's standard grant agreement here: <http://hsh.sfgov.org/wp-content/uploads/G-100-Grant-Template-4-19-for-posting.pdf>.

Please see the City's standard P-600 contract agreement here: <https://sfgov.org/oca/resources>.

#### **D. Nondiscrimination in Contracts and Benefits**

Awarded Provider 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 at <http://sfgov.org/cmd/>.

#### **E. Companies Headquartered in Certain States**

This RFP is 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 agreement will be performed in any of those states. Applicants are hereby advised that Applicants 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 agreement will be performed in a state on the Covered State List may not enter into agreements with the City. A list of states on the Covered State List is available at the website of the City Administrator: <https://sfgsa.org/chapter-12x-state-ban-list>.

**F. Minimum Compensation Ordinance (MCO)**

Awarded Provider 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 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](http://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](http://www.sfgov.org/olse/mco).

**G. Health Care Accountability Ordinance (HCAO)**

Awarded Provider 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 San Francisco Administrative Code Chapter 12Q. Awarded Providers 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](http://www.sfgov.org/olse/hcao).

**H. First Source Hiring Program (FSHP)**

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**I. Conflicts of Interest**

The successful Applicant 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 Applicant 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 Applicant 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 Applicant that the City has selected the Applicant.

**J. Insurance Requirements**

Upon award, Awarded Provider 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; (5) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the awarded agreement.

Additional or varying insurance requirements may be imposed and specified in the awarded agreement.

**K. 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 referenced in this RFP.

**A. Compliance with Laws and Regulations**

Awarded Provider 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 Provider 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.

**B. City’s Approval Rights over Subcontractors and Subcontractor Payments**

The City has approval rights over the use of all Subcontractors. Applicants must identify all current or planned subcontractors in their Application. All current and future subcontractors must conform to all City policies regarding subcontractors. Furthermore, each Applicant, and subsequent Awarded Provider, understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Applicant accepts responsibility for full and prompt payment to the third party. Any dispute between the Applicant and the third party, including any payment dispute, will be promptly remedied by the Applicant. 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 Awarded Provider.

**L. FEMA Emergency & Exigency Grant/Contract Requirements**

The agreements awarded as a result of this RFP may be eligible for FEMA reimbursement. FEMA requires inclusion of the particular provisions for procurement under exigent or emergency circumstances.

Please see the sample FEMA Appendix here: <https://sfgov.org/oca/resources>.

**XIII. 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 Procedures**

### **1. Protest of Non-Responsiveness Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Proposer may submit a written Notice of Protest 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 Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **2. Protest of Non-Responsible Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **3. Protest of Contract Award**

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

### **4. Delivery of Protests**

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

## **XIV. CITY SOCIAL POLICY REQUIREMENTS**

---

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy Requirements can be found in Attachment 1, City's Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City's Proposed Agreement Terms.

### **A. Proposers Unable to do Business with the City**

**1. Generally**

Proposers that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City’s Proposed Agreement Terms.

**2. Administrative Code Chapter 12X**

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as “Covered States” under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**3. Administrative Code Chapter 12B**

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**5. Reserved (Prevailing Wage Ordinance)**

**6. Health Care Accountability Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission’s minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**7. Minimum Compensation Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://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](http://www.sfgov.org/olse/mco).

**8. First Source Hiring Program**

A Proposer selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Proposer is subject to the enforcement and penalty provisions in Chapter 83. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**9. Reserved (Sweatfree Procurement)**

**10. Other Social Policy Provisions**

Attachment 1, City's Proposed Agreement Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

**XV. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS**

---

**A. Reserved (Local Business Enterprise Rating Bonus/Bid Discount)**

**B. LBE Subcontracting Requirements**

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation.