



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

**Request For Proposals (RFP)  
Continuum of Care Planning and Technical Assistance  
RFP#HSH2018-119 (RFP#119)  
Contact: Monique Colón | Monique.Colon@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 planning and technical assistance support for the annual U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Homeless Assistance Grant program beginning January 7, 2019.

**Schedule<sup>1</sup>**

RFP issued	October 29, 2018
RFP Questions Deadline <sup>2</sup>	November 9, 2018 by 5:00 pm
RFP Answers and Clarifications Published	November 16, 2018
<b>Proposals Due</b>	<b>December 3, 2018, by 12:00 pm</b>
Intent to Award Contracts Notification	December 20, 2018
Contract Agreement Commences	January 7, 2019

**RFP Questions and Communications**

Interested parties are directed **not** to contact any employees, agents or officials of the City other than those specifically designated in this RFP. All questions must be submitted by email to Monique.Colon@sfgov.org by the RFP Questions Deadline.

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

<sup>2</sup> No questions will be accepted after the RFP Questions Deadline with the exception of Proposer-specific City vendor compliance form questions.

<b>1. BACKGROUND .....</b>	<b>4</b>
A. INTENT .....	4
B. TERMS AND ACRONYMS USED IN THIS RFP .....	4
C. FUNDING SOURCES .....	5
<b>2. SCOPE OF WORK.....</b>	<b>5</b>
A. DESCRIPTION OF SERVICES .....	5
B. AS-NEEDED SERVICES .....	6
<b>3. PRE-PROPOSAL INFORMATION.....</b>	<b>6</b>
A. RFP QUESTIONS DEADLINE .....	6
B. RFP ANSWERS AND CLARIFICATIONS .....	6
<b>4. PROPOSAL SUBMISSION REQUIREMENTS.....</b>	<b>7</b>
A. TIME AND PLACE FOR SUBMISSION OF PROPOSALS .....	7
B. PROPOSAL SUBMISSION FORMAT .....	7
C. PROPOSAL CONTENTS .....	7
<b>5. CONTRACTOR SELECTION .....</b>	<b>9</b>
A. MINIMUM QUALIFICATIONS .....	9
B. PROPOSAL EVALUATION (100 TOTAL POSSIBLE POINTS) .....	9
<b>6. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS .....</b>	<b>10</b>
A. ERRORS AND OMISSIONS IN RFP.....	10
B. INQUIRIES REGARDING RFP.....	10
C. OBJECTIONS TO RFP TERMS .....	10
D. CHANGE NOTICES .....	10
E. TERM OF PROPOSAL .....	10
F. REVISION OF PROPOSAL .....	10
G. ERRORS AND OMISSIONS IN PROPOSAL .....	11
H. FINANCIAL RESPONSIBILITY .....	11
I. PROPOSER’S OBLIGATIONS UNDER THE CAMPAIGN REFORM ORDINANCE .....	11
J. SUNSHINE ORDINANCE.....	12
K. PUBLIC ACCESS TO MEETINGS AND RECORDS .....	12
L. RESERVATIONS OF RIGHTS BY THE CITY .....	12
M. NO WAIVER .....	12
N. LOCAL BUSINESS ENTERPRISE GOALS AND OUTREACH .....	13
O. COMPLIANCE WITH PREVIOUS CONTRACT AND CONTRACT REQUIREMENTS .....	13
P. COMPLIANCE WITH LAWS AND REGULATIONS .....	13
Q. CITY’S APPROVAL RIGHTS OVER SUBCONTRACTORS AND SUBCONTRACTOR PAYMENTS .....	13
R. RELEASE OF LIABILITY .....	13
S. TERM OF COST AND WORK EFFORT ESTIMATE .....	13
T. OTHER TERMS AND CONDITIONS .....	13
<b>7. CITY AGREEMENT REQUIREMENTS.....</b>	<b>14</b>
A. STANDARD CONTRACT PROVISIONS.....	14
B. NONDISCRIMINATION IN CONTRACTS AND BENEFITS.....	14
C. MINIMUM COMPENSATION ORDINANCE (MCO).....	14
D. HEALTH CARE ACCOUNTABILITY ORDINANCE (HCAO) .....	14
E. FIRST SOURCE HIRING PROGRAM (FSHP) .....	15

F.	CONFLICTS OF INTEREST .....	15
G.	INSURANCE REQUIREMENTS.....	15
H.	COMPLIANCE WITH MUNICIPAL CODES.....	15
I.	COMPANIES HEADQUARTERED IN CERTAIN STATES .....	15
<b>8.</b>	<b>PROTEST PROCEDURES .....</b>	<b>16</b>
A.	PROTEST OF NON-RESPONSIVENESS DETERMINATION .....	16
B.	PROTEST OF CONTRACT AWARD.....	16
C.	PROTEST SUBMITTAL .....	16
<b>9.</b>	<b>STANDARD CITY VENDOR FORMS.....</b>	<b>16</b>
A.	HOW TO BECOME ELIGIBLE TO DO BUSINESS WITH THE CITY .....	16
B.	MANDATORY FORMS .....	16
C.	VENDOR ELIGIBILITY AND INVOICE PAYMENT.....	17
D.	VENDOR ELIGIBILITY FORMS .....	17
E.	SUPPLEMENTAL FORMS.....	17

# 1. BACKGROUND

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## A. Intent

The Department of Homelessness and Supportive Housing (HSH), in conjunction with the Local Homeless Coordinating Board (LHCB), must submit an annual comprehensive Notice of Funding Availability (NOFA) application to the U.S. Department of Housing and Urban Development (HUD) for Continuum of Care (CoC) Homeless Assistance Grant funds on behalf of the City and County of San Francisco (City).

HSH is seeking a qualified individual and/or organization to provide grant-writing, strategic planning, program assessment and evaluation services relating to the annual CoC Grant application, which includes the following tasks:

- Preparation and submittal of the CoC NOFA application
- Collection and evaluation of program information from CoC providers/applicants
- Technical assistance to CoC NOFA applicants
- Analysis and guidance on HUD policies and procedures
- Presentation of HUD policies and procedures updates to the LCHB
- Development and implementation of the review process for CoC NOFA applications
- Assistance to HSH staff with HUD annual reporting requirements, such as for the Point-in-Time Homeless Count (PIT), Housing Inventory Chart (HIC), Annual Performance Reports (APR) System Performance Measures, and Longitudinal Systems Analysis Report (LSA)
- Systematic evaluations of HSH policies and procedures

HSH intends to award one contract to the Proposer whose response conforms to the RFP and is selected as the most qualified. The contract agreement shall have an initial term of three years, with an estimated annual budget of \$325,000. The selected Contractor will be expected to provide all services described in the scope, within budget, whether on its own or through management of subcontractor partnerships.

The City shall have the option to extend the term for up to ten years total, subject to annual availability of funds, satisfactory contractor performance, and the City's need. HSH has the sole, absolute discretion to exercise this option.

## B. Terms and Acronyms Used in this RFP

<b>Term</b>	<b>Definition</b>
APR	Annual Performance Reports
CoC	Federal Continuum of Care contract program stressing permanent solutions to homelessness. HEARTH definition: the local group of providers and stakeholders in a community.
HDX	Federal Homeless Data Exchange – allows CoCs nationwide to submit Housing Inventory Chart and Point In Time Count data
HEARTH	The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009
HIC	Housing Inventory Chart
HMIS	Homeless Management Information System
HSH	San Francisco Department of Homelessness and Supportive Housing

<b>Term</b>	<b>Definition</b>
HUD	U.S. Department of Housing and Urban Development (Federal)
LHCB	Local Homeless Coordinating Board
McKinney Vento	The McKinney-Vento Homeless Assistance Act – the primary Federal law to address homelessness
NOFA	Notice of Funding Availability from the U.S. Department of Housing and Urban Development (Federal)
PIT	Point in Time Homeless Count (Census)

### **C. Funding Sources**

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

## **2. SCOPE OF WORK**

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The description below outlines the key program elements and services the selected Contractor will provide.

### **A. Description of Services**

The awarded Contractor is expected to:

1. Prepare and develop a streamlined San Francisco NOFA application process that aligns with HUD goals (e.g. HEARTH performance measures) and applies current policies to make best use of CoC resources. Tasks include:
  - a. Design and facilitation of the local process leading to preparation and submission of the consolidated CoC application;
  - b. Creation of CoC provider applicant packets for the NOFA review process;
  - c. Gathering of information and analysis for the annual CoC application through meetings, surveys, phone calls, and email;
  - d. Review of information collected by HSH, including drafts of responses and data submitted in the Housing Inventory Chart and Point in Time Count data (HDX), and documents developed for the CoC application;
  - e. Design and facilitation of a clear and user-friendly scoring process, including:
    - i. Design and implementation of a user-friendly proposal-scoring instrument;
    - ii. Preparation of application materials for review,
    - iii. Facilitation of priority panel training and deliberations, and any appeals panels;
  - f. Collaboration with the LHCB to prepare strategic plans, and report on outcomes, as required for the CoC application;
  - g. Collaboration with HSH staff to write and submit the CoC NOFA application.
  
2. Provide Technical Assistance related to the CoC application and federal regulations. Tasks include:
  - a. Development and distribution of written guidance on HUD requirements to the NOFA application, including:
    - i. Changes in legislation,
    - ii. Key application milestones, and

- iii. Changes relating to HEARTH;
  - b. Training on HUD application procedures;
  - c. Written guidance to CoC applicants regarding project proposal submission through HUD's system;
  - d. One-on-one technical assistance to applicants and the CoC on topics related to CoC program requirements and HEARTH, as needed;
  - e. In-depth review, edits, and advice to CoC applicants relating to the process, timeline, submission requirements, contract requirements, or other applicable areas, via phone, email, or in-person;
  - f. Review of all project proposals for technical accuracy according to HUD requirements and communication with applicants to correct deficiencies, as needed;
  - g. Conduct group program training to respond to HUD requirements or issues noted in program evaluations;
  - h. Facilitation and/or presentations for certain LHCB meetings to provide HUD updates and information about program requirements;
  - i. Written summaries of HUD technical assistance, as needed; and
  - j. Responses to requests for assistance from HSH staff.
3. Provide ongoing support to HSH, CoC, and CoC applicants post NOFA application, including analyzing funded activities and community needs. Tasks include:
- a. Recommendations regarding the structure of the application's project funding process based on analysis of activities funded across provider programs, the need for those activities, and current policies for funding strategies;
  - b. Relevant HUD policy analysis, annual planning, and year-round implementation (including HEARTH implementation);
  - c. Design and implementation methods to obtain client feedback focusing on:
    - i. Client needs;
    - ii. System and/or program level gaps; and
    - iii. System and/or program level functioning.

**B. As-Needed Services**

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

**3. PRE-PROPOSAL INFORMATION**

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**A. RFP Questions Deadline**

Questions or requests for interpretation will only be accepted by email to [Monique.Colon@sfgov.org](mailto:Monique.Colon@sfgov.org) until the RFP Questions Deadline, November 9, 2018 by 5:00 pm.

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

**B. RFP Answers and Clarifications**

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

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

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

## 4. PROPOSAL SUBMISSION REQUIREMENTS

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### 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 by **December 3, 2018, by 12:00 pm**.

#### 1. Electronic PDF Proposals

Proposers shall submit one electronic PDF file of the Proposal Package to the RFP. The electronic file title should include the RFP number, the Proposer name, and the number of files submitted (i.e. 1 of 4). The electronic PDF file must be submitted on a USB flash drive.

#### 2. Hard Copy Proposals

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

Monique Colón  
Department of Homelessness and Supportive Housing  
1360 Mission Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103

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

### B. Proposal Submission Format

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

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. It is preferred that text is unjustified (i.e., with a ragged-right margin) with Times New Roman 12 font.

### C. Proposal Contents

Proposers must complete and submit Appendix 1: Proposal Template and Appendix 2: Budget Template Workbook comprising the Proposal.

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

#### 1. Proposal Cover Page

- 1.1 Organization Name, Address, Director and Contact Name, Email and Phone, Federal ID Number, Annual Proposed Budget Amount, Subcontractor Information
- 1.2 Certifications

## **2. Minimum Qualifications Narrative and Budget**

### **Narrative**

In no more than five pages, the Proposer must demonstrate all of the Minimum Qualifications. If a Subcontractor will be used, the Proposer must identify the subcontractor and how it meets the Minimum Qualifications. The Proposer must include the prior or current program name; funder name; funder contact name, title and email; the start/end dates; and how the Proposer or Subcontractor meet each Minimum Qualification.

- 2.1 At least three years of federal grant writing and submission experience, including successful federal grant award applications, and providing technical assistance for public agencies in a similar capacity in the immediate past five years.
- 2.2 At least three grant writing and submissions to funders that resulted in an award in the last five years.

### **Budget**

- 2.3 The City reserves the right to reject proposals over the budgeted annual amount as specified in this RFP. This will be reviewed using the amount in the Proposal Cover Page and Appendix 2: Budget Template Workbook.

## **3. Organizational Capability**

In no more than three pages (not including resumes, job descriptions, and letters of reference), the Proposer must provide responses to the following:

- 3.1 Describe agency's experience developing and implementing NOFA application processes.
- 3.2 Describe the agency's experience providing technical assistance and analysis regarding federal regulation.
- 3.3 Describe agency's organizational structure and staffing patterns needed to provide the proposed services, including program supervision and management.
  - Attach job descriptions and resume of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

## **4. Approach**

In no more than five pages, the Proposer must provide responses to the following:

- 4.1 Describe agency's plan to prepare and develop a streamlined San Francisco NOFA application process.
- 4.2 Describe agency's plan to provide technical assistance related to the CoC application process.
- 4.3 Describe at least two specific service and outcome objectives, respectively, by which success of the delivery of services will be evaluated, and how they will be met and reported.
- 4.4 Describe the agency's process for ongoing evaluation and refinement of the program, including how HSH and CoC applicants may offer input regarding program operations; and how the input will be incorporated into the services.

## **5. Fiscal Capacity (Budget)**

Using Appendix 2: Budget Template Workbook the Proposer must complete/provide the following:

- 5.1 Direct expenses for all proposed costs to be supported through this contract for a three-year term.



5.2 A budget narrative that clearly explains the basis for each expense listed on the budget forms.

## 5. CONTRACTOR SELECTION

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

### A. Minimum Qualifications

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

The Minimum Qualifications determination will be solely based on the information submitted by the Proposer in Appendix 1, Section 2. Insufficient or incomplete information will result in a Proposal being considered non-responsive. Responses of "To be provided upon request" or "To be determined" or "Confidential" or the like, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable. Any Proposal that does not demonstrate that the Proposer meets the Minimum Qualifications for which it is applying 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.

### B. Proposal Evaluation (100 total possible points)

Proposals will be evaluated by an Evaluation Panel. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

Proposers must receive a minimum of 60 percent of the available points to be considered for award.

#### **Organizational Capability (25 points)**

- The agency clearly demonstrates that it has the capability to develop and implement a NOFA application processes. (10 points)
- The agency clearly demonstrates that it has the capability to provide technical assistance and analysis regarding federal regulations. (10 points)
- The agency clearly demonstrates that it has the organizational structure needed to provide the services required in the RFP, and the staffing pattern is clear, reasonable, and well matched to the services required in the RFP. (5 points)

#### **Approach (50 points)**

- The proposed plan is clear, reasonable, and provides a well thought out approach to prepare and develop a streamlined San Francisco NOFA application process. (20 points)
- The proposed plan is clear, reasonable, and provides a well thought out approach to provide technical assistance related to the CoC application process. (20 points)
- The proposed objectives are specific, measurable, and realistic; the plan to meet, report and incorporate data into the program is clear and reasonable. (5 points)

- The proposed model is clear, reasonable, and demonstrates that the agency is committed to incorporating client input into the program. (5 points)

**Fiscal Capacity (25 points)**

- The budget provided is clear and reflects good allocation of resources, and matches the program requirements and proposed staffing structure. (20 points)
- The budget narrative is clear and provides justification for budget line items. (5 points)

## **6. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

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

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

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

Proposers shall submit all questions concerning this RFP, scope of services or requirements in writing by email only before the RFP Questions Deadline and directed to: Monique.Colon@sfgov.org. All Proposer questions concerning the RFP process shall be submitted no later than 72 hours prior to the Proposals Deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

### **C. Objections to RFP Terms**

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

### **D. Change Notices**

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

### **E. Term of Proposal**

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

### **F. Revision of Proposal**

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

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

#### **G. Errors and Omissions in Proposal**

Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the 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 firm 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 should contact the San Francisco Ethics Commission at (415) 581-2300.

#### **J. Sunshine Ordinance**

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

#### **K. Public Access to Meetings and Records**

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

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

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

#### **M. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

**N. Local Business Enterprise Goals and Outreach**

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

**O. 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.

**P. Compliance with Laws and Regulations**

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

**Q. City's Approval Rights Over Subcontractors and Subcontractor Payments**

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

**R. Release of Liability**

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

**S. Term of Cost and Work Effort Estimate**

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

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

**T. 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.

## **7. CITY AGREEMENT REQUIREMENTS**

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### **A. Standard Contract Provisions**

The successful Proposer 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.

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

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

### **C. Minimum Compensation Ordinance (MCO)**

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](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).

### **D. Health Care Accountability Ordinance (HCAO)**

The successful Proposer will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in S.F. Administrative Code Chapter 12Q. 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](http://www.sfgov.org/olse/hcao).

#### **E. First Source Hiring Program (FSHP)**

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

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 <http://oewd.org/first-source> and from the First Source Hiring Administrator, (415) 701-4848.

#### **F. Conflicts of Interest**

The successful Proposer will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Proposer will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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

#### **G. Insurance Requirements**

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

#### **H. 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.

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

This Agreement 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 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.

## 8. PROTEST PROCEDURES

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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 e-mail (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 e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5<sup>th</sup>) 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 e-mail addressed to Gigi Whitley, Deputy Director for Administration and Finance for the Department of Homelessness and Supportive Housing at [Gigi.Whitley@sfgov.org](mailto:Gigi.Whitley@sfgov.org). Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

## 9. STANDARD CITY VENDOR FORMS

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

Before the City can award any award to a Contractor, all vendors must meet the minimum 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



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

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


**C. Vendor Eligibility and Invoice Payment**


Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed agreement or purchase order before payments can be made. Once a vendor 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 supplier portal located at <https://sfcitypartner.sfgov.org/>.

**D. Vendor Eligibility Forms**

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

**E. Supplemental Forms**

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.
Health Care Accountability	You have at least \$25,000 (\$50,000 for non-profit organizations) in

Ordinance (HCAO) Declaration (  <a href="#">pdf</a> )	cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements ( <a href="#">pdf</a> )	The solicitation requires the successful Proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application ( <a href="#">Contract Monitoring Division</a> )	You desire to participate in the City's Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

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