

Request For Proposals (RFP) Transitional Housing Services for Families RFP# HSH2019-120 (RFP#120) Contact: Philip Mach | philip.mach@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 Transitional Housing services to families experiencing homelessness in San Francisco beginning July 1, 2019.

The following amendments have been made to this RFP:

- Footer revised with Amended before RFP number.
- Footer revised with date of February 1, 2019.
- Proposals due deadline changed from February 12, 2019 at 12:00 pm to February 12, 2019 at 5:00 pm.
- Section IV.C.4.3 on page 13 revised to delete the language "Error! Reference source not found."
- Section VI.b on page 16 revised to add contact email: philip.mach@sfgov.org.
- Section VI on pages 19-20 revised to update subsections numbering from A-N to A-O.

Schedule ¹	
RFP issued	January 29, 2019
Registration for Pre-Proposal Conference	January 30, 2019, 5:00 pm
Pre-Proposal Conference	January 31, 2019, 11:00 am
RFP Questions Deadline	February 1, 2019, 5:00 pm
RFP Answers and Clarifications Published	February 5, 2019
Proposals Due	February 12, 2019, 5:00 pm
Intent to Award Grants Notification	April 2019
Grant Agreement Commences	July 1, 2019

RFP Questions and Communications

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

¹ Dates are subject to change. Check <u>Office of Contract Administration website</u> for latest schedule. Click on the "Consultants and Professional Services" link and then the link for this RFP.

I.		Background 1
	B. C. D.	Intent 1 Terms and Acronyms Used in this RFP 1 Overview of HSH's Strategic Framework and Statement of Need 3 Overview of HSH's Homelessness Response System (HRS) 3 Funding Sources 4
II.		Scope of Work
	B. C. D. E. F. G.	Population Served4Referrals and Prioritization4Description of Program Services5Service Approach7General Service Requirements & Expectations7Service and Outcome Objectives8Reporting Requirements9As-Needed Services10
III.		Pre-Proposal Information
	В. С.	Pre-Proposal Conference Attendance and Registration10Pre-Proposal Conference Time and Location10RFP Questions Deadline11RFP Answers and Clarifications11
IV.		Proposal Submission Requirements11
	В.	Time and Place for Submission of Proposals.11Proposal Submission Format11Proposal Contents12
V.		Selection of Grantee(s)
		Minimum Qualifications/Completeness.14Proposal Evaluation (100 total possible points).14
VI.		Terms and Conditions for Receipt of Proposals
	B. C. D. E. F. G. H. I. J. K. L. M.	Errors and Omissions in RFP15Inquiries Regarding RFP16Objections to RFP Terms16Change Notices16Term of Proposal16Revision of Proposal16Errors and Omissions in Proposal16Financial Responsibility16Proposer's Obligations under the Campaign Reform Ordinance17Sunshine Ordinance17Public Access to Meetings and Records18Reservations of Rights by the City18No Waiver18
		Compliance with Previous Grant and Contract Requirements

VII.	City Agreement Requirements	19
A.	Standard Agreement Provisions	19
	Nondiscrimination in Contracts and Benefits	
C.	Minimum Compensation Ordinance (MCO)	19
D.	Health Care Accountability Ordinance (HCAO)	19
	First Source Hiring Program (FSHP)	
	Conflicts of Interest	
	Insurance Requirements	
	Compliance with Municipal Codes	
I.	Companies Headquartered in Certain States	
VIII.	Protest Procedures	
A.	Protest of Non-Responsiveness Determination	21
	Protest of Award	
	Protest Submittal	
IX.	Standard City Vendor Forms	
A.	How to Become Eligible to Do Business with the City	21
B.	Mandatory Forms	22
	Vendor Eligibility and Invoice Payment	
	Vendor Eligibility Forms	
	Supplemental Forms	

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 Transitional Housing services to families experiencing homelessness, beginning July 1, 2019. The goals of these services are to provide families with temporary housing for a time-limited period during which families receive support services to help with the transition to independent, permanent housing.

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

HSH intends to make at least one award through this procurement process to Proposer(s) selected as the most qualified and whose responses conform to the RFP and meet the City's requirements. At this time, it is estimated that \$1,501,675 is available annually.

The selected Grantee(s) will be expected to provide all services described in the Scope of Work, whether on its own or through management of subcontractor partnerships.

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

Term	Definition	
Access Point Access Points are community entry points into San Francisco's		
	Homelessness Response System (HRS), which are operated by approved	
	non-profit service providers. Families, adults, and youth experiencing	
	homelessness may obtain Coordinated Entry services at geographically	
	diverse Access Points. Access Point staff assess those experiencing	
	homelessness for service needs and eligibility and perform prioritization and	
	referrals to appropriate resources.	
Awarded Provider	Any Proposer awarded grant(s) for services under this RFP. Also known as	
	Grantee or Contractor.	
Coordinated Entry	ated Entry Coordinated Entry organizes the Homelessness Response System (HRS)	
	with a common, population-specific assessment, centralized data system, and	
	prioritization method that directs people experiencing homelessness to the	
	appropriate resources and allows for data-driven decision-making and	
	performance-based accountability. Coordinated Entry in San Francisco is	
	organized to serve three subpopulations: Adults, Family, and Youth through	
	Access Points.	
Critical/Significant	Grantee(s) are required to follow HSH policies regarding emergency	
Incident Report	notification and submission of Critical/Significant Incident Reports to HSH.	
Department of	The City and County of San Francisco's Department of Homelessness and	
Homelessness and	Supportive Housing (HSH), the sponsor of this RFP. HSH may also be	
Supportive	referenced as "Department" in this RFP.	
Housing (HSH)		

B. Terms and Acronyms Used in this RFP

Term	Definition
Family	Families include an adult and at least one natural, adoptive and/ or foster child below the age of 18, and may include a significant other or a domestic partner. A family may also include a pregnant person, with or without a partner.
Grant Agreement	The binding legal document resulting from the RFP process. Also known as Agreement.
Harm Reduction Model	Harm-reduction consists of working with participants to set realistic goals that support them in reducing high-risk substance use behaviors. Abstinence from drugs or alcohol is not a pre-requisite for access to services nor required for continued access or eligibility for services.
Health Insurance Portability and Accountability Act (HIPAA)	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) established national standards for the protection of private health information.
Homelessness Response System (HRS)	The overall system of services to address homelessness managed by HSH. Driven by the Department's Strategic Framework, the system helps people exit homelessness by getting a house key into their hands as quickly as possible.
Homelessness and Supportive Housing (HSH)	City and County of San Francisco Department of Homelessness and Supportive Housing, the sponsor of this RFP.
Housing	Provides permanent solutions to homelessness through subsidies and housing placements. This may include time-limited supports such as Rapid Rehousing, and time-flexible programs such as Rent Subsidies and Permanent Supportive Housing (subsidized housing with services).
Housing First	Prioritizes providing housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue their personal goals and stabilize their lives. Housing First is guided by the belief that people need necessities like food and a place to live before they can attend to other challenges such as employment or substance use issues. Additionally, Housing First is based on the theory that participant choice is valuable in housing selection and supportive services participation. While Permanent Supportive Housing is the most commonly known Housing First Program model, many other approaches fall under the Housing First umbrella.
Online Entry Navigation System (ONE System)	The ONE is the data system used for all housing and services for people experiencing homelessness in San Francisco. The ONE System is a participant level database that is used system-wide to track all HSH related services and housing placements. The implementation of the ONE System is ongoing.
Operating Services	Services that support the infrastructure of the program, including the daily provision of administration, maintenance, utilities, furnishings, operational program supplies, security, and program equipment.
Participants	An individual or family who uses the program services covered by this RFP.
Proposer	Any entity submitting a proposal to this RFP.
RFP	Request for Proposals.

Term	Definition
Strategic	The HSH Five-Year Strategic Framework provides a roadmap for reducing
Framework	homelessness in San Francisco and making it a rare, brief, and one-time
	occurrence.
Support Services	Services that help a participant prepare for and establish stable long-term
	housing and service connections, including intake and assessment, case
	management, individual and family counseling, on-site childcare, peer
	support groups, housing search assistance, and educational and/or vocational
	planning. These services help participants meet personal goals and achieve
	maximum benefit from HSH program participation.
Transitional	A temporary shelter program model that provides families with shared or
Housing Program	private housing units for a time-limited period, during which participants
	receive support services to help with the transition to permanent housing.
Trauma Informed	Trauma-informed care is a strengths-based framework that is grounded in an
	understanding of and responsiveness to the impact of trauma, that
	emphasizes physical, psychological, and emotional safety for both providers
	and survivors, and that creates opportunities for survivors to rebuild a sense
	of control and empowerment. Grantees shall ensure delivery of trauma-
	informed assistance to maximize self-sufficiency for people experiencing
	homelessness in San Francisco, to reduce the timeline from first encounter to
	housing placement, and ensure that households are not subject to redundant
	or unnecessary access barriers.

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

In October 2017, the HSH published its Strategic Framework, which lays out the Department's vision and top priorities for significantly reducing homelessness in San Francisco by the end of 2022 and specifically, to end family homelessness by December 2021. It describes the key elements of a Homelessness Response System (HRS) designed to curb homelessness and looks at each of the three primary groups experiencing homelessness in San Francisco—adults, families with children, and youth—and what is needed to better meet the unique needs of each.

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

The Strategic Framework lays out HSH's vision for significantly reducing homelessness in San Francisco and quickly getting house keys into as many hands as possible. Respondents are encouraged to familiarize themselves with the Framework, which may be found at hsh.sfgov.org.

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

The Homelessness Response System (HRS) is the overall network of services to address homelessness managed by HSH. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. Core components of the HRS include: Coordinated Entry; Street Outreach, Problem Solving, Temporary Shelter, Housing, and Housing Ladder.

Coordinated Entry is a key component of this response system. Coordinated Entry is a consistent, community-wide intake process to match people experiencing homelessness to available community resources that are the best fit for their situation. Coordinated Entry includes a clear set of entry points, a standardized method to assess and prioritize people needing assistance, and a streamlined process for rapidly connecting people to a housing solution and identifies the bet type of housing intervention to address their needs.

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

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

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

E. Funding Sources

The sources of funding for programs covered by this RFP 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 service nor does the City guarantee any minimum amount of funding for the services described in this RFP.

II.Scope of Work

This Scope of Work is a general guide to the work the City expects Grantee(s) to perform, and is <u>not</u> a complete listing of all services that may be required or desired.

A. Population Served

Grantee(s) shall serve income eligible families who are experiencing homelessness. Families include an adult and at least one natural, adoptive and/ or foster child below the age of 18, and may include a significant other or a domestic partner. A family may also include a pregnant person, with or without a partner.

Grantee(s) may serve families who have been turned away by other programs due to large family size, mental health issues, drug and/or alcohol problems, a history of domestic violence, bad credit and/or eviction histories and/or accumulated debts, and need additional support with their transition into stable housing.

B. Referrals and Prioritization

Grantee(s) shall serve families who meet HSH-established eligibility requirements and are referred by HSH's Coordinated Entry Access Points established to serve families.

Eligibility criteria for Transitional Housing programs may include meeting a definition of homelessness at the time of referral and placement by the Access Points, completion of an application

and interview process. Families that meet the eligibility criteria for Transitional Housing programs are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and/or severity of housing barriers, which are part of assessment in the Coordinated Entry process.

The HRS and Coordinated Entry for all populations is currently in development, as are policies and procedures regarding Problem Solving, assessment, and other parts of the System. As these are developed and adopted, policies and procedures impacting Grantees will be updated. Grantee input will be included in the development and adoption of relevant policies and Grantees are strongly encouraged to actively engage in the process.

For more information, please see: <u>http://hsh.sfgov.org/wp-content/uploads/2018/08/Signed-CE.pdf</u>.

C. Description of Program Services

Grantee(s) shall provide operations and support services in Transitional Housing to families to help them stabilize their living situations, provide linkages to mental and health related services, and help to address barriers to independent and permanent housing. Participants may reside in Transitional Housing for up to two years. Support services are voluntary and not a condition for stay in Transitional Housing. Transitional Housing services shall include, but are not limited to, the following:

- 1. <u>Transitional Housing Operations</u>
 - 1.a. Site Control: Grantee(s) shall provide all functions of Transitional Housing Operations in a building that Grantee(s) own or lease.
 - 1.b. Well Maintained Facility: Grantee(s) shall provide a clean, safe, sanitary and pest-free facility, which includes, but not limited to, janitorial services in common areas and maintenance and repair of the facility and its systems.
 - 1.c. TB Screening: Grantee(s) shall also enforce mandatory tuberculosis (TB) screening rules for participants.
- 2. Support Services
 - 2.1 Childcare: Grantee(s) shall employ background check cleared, experienced and qualified childcare staff, to provide onsite childcare and enrichment programming to promote children's mental, social and physical development. This shall include:
 - 2.1.a. A childcare program for children zero to five years of age with daily lunches and nutritional snacks; and
 - 2.1.b. An after-school program for children in kindergarten through grade 12, which includes, but is not limited to, educational (e.g. tutoring) and recreational activities.
 - 2.2 Intake and Assessment: Grantee(s) shall provide one or more meetings or interviews with each participant to gather required information, identify strengths, skills and needs and to set goals. Assessment shall include, but is not limited to, a determination of whether legal services, benefits, individual and/or family therapy are required.
 - 2.3 Individualized Service Plans: Grantee(s) shall provide Individualized Service Plans to establish and support achievement of goals. Grantee(s) shall document interactions, engagement, and status of participants at least once per month.

Grantee(s) shall attempt meaningful engagement with each family one or more times per month, to assess strengths, skills, needs and to match families with services most appropriate to help transition them to more permanent housing.

- 2.4 Case Management: Grantee(s) shall provide case management to participants, which includes ongoing meetings and counseling services to support the achievement of Individualized Service Plan goals. Grantee(s) shall engage with participants at least once per month to ensure they are doing well and are receiving the required support.
- 2.5 Mental Health Services: Grantee(s) shall employ licensed or license-eligible therapist(s) or connect participants with an external therapist to provide mental health services, as needed, for specific therapy needs (e.g. play therapy).
- 2.6 Benefits Advocacy and Assistance: Grantee(s) shall assist participants with obtaining or maintaining benefits. Grantee(s) shall provide referrals for and solve problems that prevent participant enrollment in county, state and federal benefits programs. Grantee(s) may help participants identify, apply for, and establish appointments for available services, such as, but not limited to, local, state and federal benefits.
- 2.7 Referrals and Coordination of Services: Grantee(s) shall help participants identify and access services that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with applications, providing appointment reminders, following up/checking in with tenants regarding the process, and, as necessary, re-referral. Grantee(s) shall also communicate and coordinate with outside service providers to support existing linkages that families may have.
- 2.8 Housing Search and Placement Support: Grantee(s) shall assist families with finding and securing permanent housing by assessing needs, developing a Housing Plan. The Housing Plan shall depend on the family's needs and preferences, and should include a plan for entry into independent and permanent housing. Grantee(s) shall advocate on behalf of families with landlords. Grantee(s) shall also address and whenever possible, resolve any problematic credit and eviction histories.
- 2.9 Support Groups, Social Events and Organized Activities:
 - 2.10.a. Grantee(s) shall provide participant with opportunities to take part in organized gatherings for peer support. These events may be planned with or based on input from participants and shall be held on-site at least once per week.
 - 2.10.b. Grantee(s) shall post and provide participants with a monthly calendar of events.
 - 2.10.c. Grantee(s) shall conduct monthly community meetings for participants where they may discuss building concerns and program ideas.
 - 2.10.d. Grantee(s) shall provide age-appropriate programming for the participants served.
- 2.10 Wellness Checks: Grantee(s) shall conduct Wellness Checks in accordance with HSH policy to assess safety when there is a reason to believe an individual or family is at immediate and substantial risk due to a medical and/or psychiatric emergency.
- 2.11 Exit Planning and After-Care Services: When a participant is leaving the program, Grantee(s) shall engage participants in exit planning and support successful transition from the program, which includes an updated Housing Plan. The plan may also include

establishing a link to outpatient case management, as well as access to services in the community. Aftercare services shall include regular phone calls, home visits, referrals to services, and ongoing emotional support.

D. Service Approach

Alignment and incorporation of San Francisco's HRS principles:

- 1. Housing-Focused The system and all programs within it will use a Housing First, low barrier approach focused on ending homelessness for each household as quickly as possible.
- 2. People-Focused People should drive their solutions and the programs should focus on meeting their needs. Through shared assessment and a common front door, program participants should have a clear understanding of how to access services and what to expect from the system; program participants should not be required to sign up for numerous waiting lists or approach multiple programs to receive help. Program participant choice, strengths, and personal networks will be considered as part of finding the right solution.
- 3. Stakeholder-Informed Decisions about design, implementation, and review of results will be carried out with collaboration and input from a broad range of homeless and housed stakeholders.
- 4. Respectful It is imperative that services be delivered in a respectful, appropriate manner. Best practices, such as strengths-based interviewing, trauma informed care, and harm reduction, must be incorporated into all programs.
- 5. Data-Driven Data will be used by all providers and the system as a whole to best serve each individual, assess the outcomes of programs, evaluate impact, inform changes, and guide investment to achieve maximum impact.
- 6. Accountable The system will be held accountable for results, using data to track to the goals and performance measures for each component and to ensure each program participant is being well-served. HSH will evaluate progress and report to the community on a regular basis.
- 7. Innovative With the systems goals in mind, opportunities to adapt practices and innovate new strategies and approaches are encouraged and will be supported and evaluated.
- 8. Equitable With mindfulness about the racism and bias that has disproportionately created homelessness among people of color, lesbian, gay, bisexual, transgender, and questioning (LGBTQ) youth, HSH is committed to equity in the Department, system, and programs.
- 9. Urgency Each household's homelessness should be treated as an emergency and the system will respond accordingly.

E. General Service Requirements & Expectations

1. <u>Possession of Licenses/Permits</u>: Grantee(s) warrant the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

- 2. Grantee(s) shall maintain facilities in full compliance with requirements of the law and local standards.
- 3. <u>Good Neighbor Policies</u>: Grantee(s) shall maintain a good relationship with the neighborhood, including:
 - 3.a. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
 - 3.b. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;
 - 3.c. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable;
 - 3.d. Minimizing the impact on the neighborhood of shelter population waiting to enter the building;
 - 3.e. Active discouragement of loitering in the area surrounding the building; and
 - 3.f. Notification of neighborhood businesses and residents of the services available by means of visits, telephone calls, and/or flyers.
- 4. Participant Feedback, Complaint and Follow-up Policies

Grantee(s) shall provide means for participants to provide input into the program. Feedback methods shall include:

- 4.a. A complaint process, including a written complaint policy informing participants how to report complaints and request repairs/services; and
- 4.b. A written survey, which shall be offered to each participant to gather feedback and assess the effectiveness of services and systems within the program. Grantee(s) shall offer assistance to participants regarding completion of the survey if the written format presents barriers to completion.
- 5. <u>City Communications and Policies</u>

Grantee(s) shall keep HSH informed and comply with City policies to minimize harm and risk, including:

- 5.a. Regular communication to HSH about the implementation of the program;
- 5.b. Attendance of HSH meetings and trainings, as requested;
- 5.c. Adherence to the HSH Grievance Policy;
- 5.d. Adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless; and
- 5.e. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the program by staff or participants and when Child Protective Services removes a child.

F. Service and Outcome Objectives

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

Service Objectives

HSH will develop service objectives for each program to describe expectations around the quantity and quality of services provided. Grantee(s) will be held accountable to meeting service objectives as they represent essential inputs tied to proposed program outcomes.

Service objectives may include:

- Number of unduplicated families to be served in the grant period;
- Number of unduplicated families that will receive specific types of services;
- Number of services provided by service type;
- Volume or quantity of services to be provided; and/or
- Timeliness or frequency of service provision.

Outcome Objectives

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

Outcome objectives may include:

- Reduction in the length of time a family remains homeless;
- Reduction in the rate of returns to homelessness; and/or
- Improvements to families' well-being and self-sufficiency.
- Exit to permanent housing (subsidized or unsubsidized) during the year.
- Remain in permanent housing for at least one year after their exit.

G. Reporting Requirements

HSH is working to integrate all programs and legacy databases into the ONE System. HSH will not provide data uploads into the ONE System on behalf of Grantee(s). Grantee(s) shall receive training on how to use the ONE System and shall be expected to enter program participant information into the system in a timely manner. Grantee(s) shall be responsible for maintaining accurate and complete program participant-level records in the ONE System. The records shall be expected to meet or exceed the ONE System Continuous Data Quality Improvement Process

standards: https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process

Reporting requirements may vary by program, service type, and/or funding source. Grantee(s) shall submit reports in a timely manner using templates or formats specified by HSH.

Grantee(s) are expected to enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee(s) shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantee(s) regarding the correct mechanism for sharing data.

When required by HSH, Grantee(s) shall provide regular reports of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Reports may also include accomplishments and challenges encountered by Grantee(s).

Grantee(s) shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner. Any information shared between Grantee(s), HSH, and other providers about program participants shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines.

Changes to data collection or reporting requirements shall be communicated to Grantee(s) via written notice at least one month prior to expected implementation.

Grantee(s) may be required to provide monthly and/or annual reports of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. These reports shall also include accomplishments and challenges encountered by Grantee(s), as well as population data, including, but not limited to:

- 1. A monthly enrollment list;
- 2. Number and type of exits per month;
- 3. Number of service plans created;
- 4. Number of Housing Plans and statuses;
- 5. Facility inventory data to HSH during the last week of January. Data shall include unit/bed inventory, point in time population count, and general characteristic data;
- 6. Number of unduplicated homeless persons or person at imminent risk of homelessness served;
- 7. Number of instances of service;
- 8. Increases in capacity for new and existing programs;
- 9. Number of unsheltered homeless persons becoming sheltered;
- 10. Number of homeless person entering permanent housing;
- 11. Number of chronically homeless individuals served;
- 12. Number of unaccompanied homeless youth served; and
- 13. Number of homeless persons in families with children served.

Grantee(s) shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee(s)' services. Grantee(s) agree to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee(s) within thirty working days of receipt of any evaluation report and such response shall become part of the official report.

H. As-Needed Services

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

III. Pre-Proposal Information

A. Pre-Proposal Conference Attendance and Registration

In-person attendance is recommended. To register, please email <u>Philip.Mach@sfgov.org</u> with the name of the organization and number of attendees by January 30, 2019, 5:00 pm.

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

B. Pre-Proposal Conference Time and Location

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

January 31, 2019, 11:00 am Department of Homelessness and Supportive Housing 1360 Mission St., Ste. 200 San Francisco, CA 94103

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

C. RFP Questions Deadline

Upon conclusion of the Pre-Proposal Conference, questions or requests for interpretation will only be accepted by email to <u>Philip.Mach@sfgov.org</u> until the RFP Questions Deadline, February 1, 2019, 5:00 pm.

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

D. RFP Answers and Clarifications

A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the Office of Contract Administration's Bid and Contracts website: <u>http://mission.sfgov.org/OCABidPublication</u>. 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.

IV. Proposal Submission Requirements

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 February 12, 2019, 5:00 pm.

1. Electronic PDF Proposals

Proposers shall submit one electronic PDF file of the Appendix1: Proposal Template and one PDF file and one Excel file of the Appendix 2: Budget Template Workbook and a PDF of the Cost Allocation Plan to <u>Philip.Mach@sfgov.org</u>. The electronic file title should include the RFP number and the Proposer name.

2. <u>Hard Copy Proposals</u>

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

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

Postmarks will not be considered in judging the timeliness of submissions. Proposals submitted solely by 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 email delivery failure. Supplemental documents or revisions after the Proposals Deadline will not be accepted.

B. Proposal Submission Format

Amended RFP#120

Proposers must submit a Proposal and use Appendix 1: Proposal Template and Appendix 2: Budget Template Workbook, in the order and format specified. This is necessary so that all Proposals may 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 Grantee Selection criteria in Section Selection of Grantee(s).

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

C. Proposal Contents

Proposers must complete and submit the Proposal, comprised of Appendix 1: Proposal Template, Appendix 2: Budget Template Workbook, and any requested attachments. If a Proposer is proposing to provide more than one program, Proposers may submit one Proposal.

Using Appendix1: Proposal Template, each Proposer must complete/provide the following:

- 1. Proposal Cover Page
 - 1.1 Proposal Summary: Organization Name, Address, Director and Contact Name, Email and Phone, Federal ID Number, Proposed Budget Amount, Locations(s) Proposing to Provide Transitional Housing, Certification of Site Control, Number of Families Proposing to Serve at Any Time, Case Management to Family Ratio, Subcontractor Information
 - 1.2 Certifications
- 2. Minimum Qualifications

Each Proposer must demonstrate that it meets each Minimum Qualification. If a Subcontractor will be used and fulfills the Minimum Qualifications, the Proposer must identify the Subcontractor and how it meets the Minimum Qualification. Each Proposer must include the prior and/or current program name; funder name; funder contact name, title and email; the start/end dates; and how the Proposer or Subcontractor meet the Minimum Qualification. Proposers are encouraged to provide concrete and clear examples when responding to the following Minimum Qualification:

2.1 At least five years of experience providing services to families experiencing homelessness within the past seven years.

3. Organizational Capability and Experience

In no more than eight pages, each Proposer must provide responses to the below. Proposers are encouraged to provide specific, concrete, and clear examples.

- 3.1 Describe agency's organizational capability and infrastructure to deliver all of the services described in this RFP.
- 3.2 Describe the agency's experience soliciting and utilizing participant feedback into the programming.
- 3.3 Describe the agency's experience working with diverse families, including Black, Latino, and LGBTQ families. Include any relevant agency practices and any training that staffing has received around topics, such as, but not limited to, structural racism, implicit bias, and strengths based service delivery.
- 3.4 Describe the agency's experience in incorporating the concepts in HSH's Strategic Framework, such as, but not limited to, Housing First, harm reduction and trauma informed care approaches.

4. Program Plan

In no more than ten pages, each Proposer must provide responses to the below. Proposers are encouraged to provide specific, concrete, and clear examples.

- 4.1 Describe the agency's plan to provide the Transitional Housing services.
 - Make note of any challenges and barriers that may arise and how the agency plans to mitigate such issues, including how it plans to ensure continuity of services for existing participants.
- 4.2 Describe the agency's plan to work with other providers within the Homelessness Response System to coordinate services for families experiencing homelessness, including examples of current and planned partnerships and relationships and their purpose.
- 4.3 Succinctly describe the proposed program staffing structure, including responsibilities associated with each position.
 - Include relevant information. Consider how the staffing structure meets the needs of families served by Transitional Housing. For example, include the licensed or licensed eligible mental health staff; include the Case Management staff to participant ratio; describe who will provide childcare and how they are qualified; describe the coverage schedule; specify the roles of non-direct service staff.
 - Please ensure that the staffing structure clearly aligns with the Appendix 2: Budget Template Workbook.
 - Please do not include resumes or CVs.
- 4.4 Describe how the agency will address the needs of and provide services to families who primarily speak language(s) other than English.
- 4.5 Describe the agency's plan to integrate racial equity into the program.
- 5. <u>Budget Workbook</u>
 - The budget must be cost effective and include detailed and accurate information and Budget Narrative.
 - The budget forms are in Excel spreadsheets with existing formulas. Please only complete the yellow highlighted sections.
 - There are five sections in the budget workbook: Summary, Salaries, Operating, Capital Expenditures, and Budget Narrative.
 - 5.1 Using the <u>Appendix 2: Budget Template Workbook</u>, Proposers must list expenses for all proposed costs from July 1, 2019 to June 30, 2022 using the Salary, Operating and Capital tabs, as appropriate.
 - Complete the highlighted yellow portions, as other cells contain formulas.
 - Salaries, Operating and Capital Expenditure are direct costs and must be clearly and easily attributable to the program.
 - Indirect rates are not allowable on Subcontractor indirect or capital expenditures, aid payments, other direct voucher payments, or any stipend, subsidy or expense paid on behalf of a resident (i.e., security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list.
 - If applicable, attach a separate detailed Subcontractor budget using the standard HSH format if there is a Subcontractor arrangement made under the terms of the agreement. Provide a brief explanation of the Subcontractor arrangement, as well as a budget breakdown. Please note the total Subcontractor budget amount should appear on the Operating tab under the Subcontractor section.
 - 5.2 Complete the Budget Narrative tab, to clearly explain the basis for each expense listed on the Salaries, Operating and Capital Detail tabs, as appropriate.

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

V.Selection of Grantee(s)

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

A. Minimum Qualifications/Completeness

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

The Minimum Qualifications determination will be solely based on the information submitted by the Proposer in Appendix 1: Proposal Template and Appendix 2: Budget Template Workbook. 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 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.

Each Proposal must provide all requested materials. Failure to provide requested materials may be grounds for disqualification.

B. Proposal Evaluation (100 total possible points)

HSH intends to award agreements to agencies that it considers will provide the best overall program services at a reasonable pricing structure. HSH reserves the right to accept other than the lowest priced Proposal. Proposals will be evaluated by an Evaluation Panel. The City intends to evaluate Proposals generally in accordance with the criteria itemized below.

Organizational Capability and Experience (44 points)

• Does the agency clearly demonstrate that it has the experience, organizational capability and infrastructure to successfully deliver the services described in this RFP (such as, but not limited to,

operating Transitional Housing; providing Case Management, creating Individualized Service Plans and Housing Plans)? If so, how well does the agency demonstrate this? (12 points)

- Does the agency clearly demonstrate that it has an understanding of and experience utilizing participant feedback into programming? If so, how well does the agency demonstrate this? (10 points)
- Does the agency clearly demonstrate that it has experience successfully delivering responsive services to diverse families, including Black, Latino, and LGBTQ populations through agency practices, such as, but not limited to, hiring and trainings? If so, how well does the agency demonstrate this? (12 points)
- Does the agency clearly demonstrate that it has experience incorporating the concepts in the HSH Strategic Framework, such as, but not limited to, Housing First, harm reduction and trauma informed care approaches? If so, how well does the agency demonstrate this? (10 points)

Program Plan (42 points)

- Is the agency's proposed plan clear and reasonable? Does it include specifics about Transitional Housing as described in this RFP? Does the agency anticipate and thoughtfully address likely challenges and barriers to implementation, including how it intends to mitigate or resolve them? If so, how well does the agency demonstrate this? (8 points)
- Is the agency's proposed plan to work with other providers within the Homelessness Response System to coordinate services for families experiencing homelessness thoughtful, clear, and impactful? If so, how well does the agency demonstrate this? (8 points)
- Is the agency's proposed staffing plan detailed, clear, and reasonable? Does it demonstrate that the agency clearly understands Transitional Housing as described in this RFP? Is the staffing plan well matched to the scope of services (e.g. does the staffing plan and budget include a reasonable number of Case Managers, is a licensed or licensed eligible mental health staff included?) and service and outcome objectives described in this RFP? Does the proposed plan match the budget? If so, how well does the agency demonstrate this? (8 points)
- Is the agency's proposed plan to address the needs of and provide services to populations who primarily speak language(s) other than English clear, reasonable, and effective? Does the agency understand the importance of providing services to all populations? If so, how well does the agency demonstrate this? (8 points)
- Is the agency's proposed plan to integrate racial equity into the program specific, measurable, and impactful? Does it demonstrate an understanding for the need for and a willingness to include racial equity in programming? If so, how well does the agency demonstrate this? (10 points)

Budget and Budget Narrative (14 points)

- Is the agency's proposed budget reasonable? Does it reflect a good allocation of resources? Does it match the scope of services and service and outcome objectives for Transitional Housing described in this RFP? Does it match the proposed staffing structure? If so, how well does the agency demonstrate this? (7 points)
- Is the agency's Budget Narrative clear? Does it provide justification for budget line items? If so, how well does the agency demonstrate this? (7 points)

VI. Terms and Conditions for Receipt of Proposals

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department (HSH), in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or

other error in this RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than the RFP Questions 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 to: philip.mach@sfgov.org. All questions concerning the RFP process shall be submitted prior to the RFP Questions 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, prior to the RFP Questions 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 <u>http://mission.sfgov.org/OCABidPublication</u>. 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: <u>http://mission.sfgov.org/OCABidPublication</u>.

E. Term of Proposal

Submission of a Proposal signifies that the proposed services and prices are valid for the term of this procurement.

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 awarded agency from full compliance with the specifications of the RFP or any awarded agreement 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 contract 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 San Francisco Administrative Code Section 67.24(e), contractors' proposals, 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 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, Proposal, or Proposal procedure;
- 2. Reject any or all Proposals;
- 3. Reissue an RFP;
- 4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the Proposals;
- 5. Procure any materials, equipment or services specified in this RFP by any other means; or
- 6. Determine that no project will be pursued.

M. No Waiver

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

N. Compliance with Previous Grant and Contract Requirements

Agencies submitting Proposals that have previously been awarded 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 (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/grants may result in agency disqualification to participate in this RFP.

O. Other Terms and Conditions

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

VII. City Agreement Requirements

A. Standard Agreement Provisions

The successful Proposer will be required to enter into an 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 grant offer. The City, in its sole discretion, may select another Proposer.

B. Nondiscrimination in Contracts and Benefits

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

D. Health Care Accountability Ordinance (HCAO)

The successful Proposer may be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in 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.

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-sourceand 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, Grantee 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 - Grantees that serve vulnerable populations, such as minor children must hold the following Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate 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.

H. Compliance with Municipal Codes

Grantee(s) 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 grant 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 grant agreement will be performed in a state on the Covered State List may not enter into grant agreements with the City. A list of states on the Covered State List is available at the website of the City Administrator.

VIII. Protest Procedures

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

A. Protest of Non-Responsiveness Determination

Within five business days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a Proposal and believes that the City has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest by email (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth business day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Award

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

C. Protest Submittal

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

All protests must be received by the due date. Protests **must** be submitted by email addressed to Gigi Whitley, Deputy Director for Administration and Finance for the Department of Homelessness and Supportive Housing at <u>Gigi.Whitley@sfgov.org</u>. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

IX. Standard City Vendor Forms²

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

Before the City can award any award to a Grantee, 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.

² In this section, the term "Vendor" is used interchangeably with "Supplier," and describes a provider seeking to enter into a grant agreement with the City. Since the City's transition to the PeopleSoft Financial System (F\$P) in 2017, City providers are now assigned Supplier identification numbers (Supplier IDs), which replace previously-assigned Vendor numbers. Any references on response forms to "Vendor Number" shall mean a Supplier ID, assigned by the City. For more information, please visit <u>https://sfcitypartner.sfgov.org/</u>.

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 <u>https://sfcitypartner.sfgov.org/</u>:

- 1. <u>Vendor Application Packet</u> (includes New Vendor Number Request Form and IRS Form W-9)
- 2. <u>CCSF Vendor Business Registration (Electronic Submission you must have a vendor number to complete)</u>
- 3. <u>CMD 12B-101 Declaration</u> 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 <u>https://sfcitypartner.sfgov.org/</u>.

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

D. Vendor Eligibility Forms

E. Supplemental Forms

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

Health Care Accountability Ordinance (HCAO) Declaration (<u>pdf</u>)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.
Insurance Requirements (pdf)	The solicitation requires the successful Proposer to demonstrate proof of insurance.
Payment (Labor and Material) Bond (<u>pdf</u>)	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond (<u>pdf</u>)	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise Program Application (Contract Monitoring Division)	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: <u>https://sfcitypartner.sfgov.org/</u>