City and County of San Francisco

**Department of Homelessness and Supportive Housing (HSH) Request for Proposals (RFP) for
RFP#HSH2023-140 (RFP #140) – Contract Lifecycle Management System
Contact: Latasha Bellamy | HSHProcurements@sfgov.org**

Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals from qualified suppliers (Proposers/Applicants) of a Contract Lifecycle Management System (CLMS) whose proposed solution meets or exceeds current HSH requirements and will allow HSH to continue to leverage this solution well into the future as the needs of HSH grow and evolve.

Schedule[1]

RFP Issued	Tuesday, June 13, 2023
Pre-Proposal Conference	Tuesday, June 20, 2023 at 10:00am[2]
Deadline for Written Questions	Tuesday, June 27, 2023 by 5:00pm
Answers and Clarifications Published	Tuesday, July 11, 2023
Deadline to Submit Proposals	**Tuesday, August 8, 2023 by 2:00pm**
Oral Presentation/Interview	Monday-Wednesday, September 18-20, 2023
Intent to Award Notification	September 2023
Agreement Commence	January 1, 2024

Limitation on Communications

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

Appendices

Appendix 1: Application Template
Appendix 2: Price Proposal Template

Attachments

Attachment 1: City's Proposed Agreement Terms
Attachment 2: Proposer Questionnaire and References
Attachment 3: CMD Form 3
Attachment 4: HCAO and MCO Declaration Forms

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

[2] Pre-Proposal conference will be held online and is recommended. See section IV. on page 14, Pre-Proposal Conference for more information.

Contents

I. INTRODUCTION

A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) is responsible for the Homelessness Response System (HRS), which addresses homelessness and serves individuals experiencing homelessness. One of HSH's many services is to procure, create, and manage grants and contracts with community-based organizations to advance HSH's mission of making homelessness rare, brief, and one-time.

The intent of this RFP is to invite Proposals from qualified suppliers (Proposers/Applicants) to procure an extensible and scalable software system to replace HSH's current grant and contract management system. HSH seeks a qualified Proposer who can demonstrate organizational, functional, and technical capabilities, as well as the experience, expertise, and qualifications necessary to provide and support a fully integrated and proven solution to include both implementation and ongoing maintenance and support.

HSH shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking scores. Proposers may subcontract any portion of the work included in each service component, but HSH will only enter into an agreement with the prime/lead Contractor.

Awarded Contractor(s) is expected to provide all services described either directly or through a subcontractor, as listed in this RFP, and in compliance with the funding requirements.

B. Anticipated Agreement Terms

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

C. Anticipated Amount Available

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

Service Component	Estimated Total Budget
1. Project Initiation and Planning, Agile Delivery, and Post-Deployment This budget range also accounts for the initial licensing cost until the completion of the project. With an agile delivery approach, HSH anticipates the licensing cost to increase gradually	$1,000,000
2. Maintenance and Operations	Applicant to suggest Maintenance and Operations **annual** cost in proposal using details in this RFP under Scope of Work.

D. Cooperative Agreement

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

E. Terms and Acronyms used in this RFP

Term	Definition
Agile Delivery	Agile Delivery can be made up of multiple releases or periods of calendar time (quarters are commonly used), which in turn are made up of iterations. Each has an initial phase, where planning is a key process, an intermediate phase, and a final phase where reviews and retrospectives are key processes.
Agreement	Refers to the City's standard terms and conditions, scope of work, and budget for City-funded grants (G-100) for services directly benefiting the public, or contracts for professional services or products (P-600 or P-500) benefitting the City or its Departments.
Amendment	An agreement action that occurs due for one or more reasons: 1. Change/extend the agreement term. 2. Increase the Not-to-exceed amount. 3. Add/change sections, clauses and/or Appendices.
Appendix/Appendices	A document which provides additional detail about certain processes or legal requirements associated with the agreement – these appendices are included as attachments and are part of the agreement. Nearly all agreements within HSH will include the following Appendices: - Appendix A (Scope of Work) - Appendix B (Budget) - Appendix C (Method of Payment) - Appendix D (Interests in other City Contracts) Agreements which include federal and/or state funding will also include additional appendices.
Appendix A, Services to be Provided	The document in the agreement that outlines the services for which the HSH is paying.
Appendix B, Budget	In HSH's current system, the Appendix B, Budget is an excel workbook template that is currently used to develop budgets agreements, as well as track changes to budgets that are being modified, revised, or amended. The Appendix B contains a series of worksheet tabs that detail the proposed spending for each individual line-item by year and contains numerous embedded formulas and summary sheets that total these amounts by category, and budget/funding type.
Applicant/Proposer	Any entity submitting an Application in response to this RFP.
Application/Proposal	A response to this RFP detailing how an Applicant will meet the requirements of this RFP.
Approved Budget	A budget that has been agreed upon by all required parties as configured in the workflows and ready to be used for invoicing
Board of Supervisors (BoS)	The 11-member legislative body of the City & County of San Francisco. Any contract or grant agreement which has a term exceeding ten years in

Term	Definition
	length, or $10,000,000 in total spending authority (Not-To-Exceed), must be approved by the Board of Supervisors. Any subsequent amendments to these agreements must also be approved by the Board if they increase the Not-to-Exceed amount by more than $500,000.
Boilerplate	The standard document in the agreement and amendment that contains relevant clauses and requirements. Different boilerplates are used based on City rules.
Budget Modification	Changes made to a Provider budget, which alters the total budget amount on an ongoing or one-time basis or releases a reserved line item, such as Operating Reserve, that is already part of the budget.
Budget Revision	Budget neutral process for Grantees or Contractors to request to change line items and/or their amounts in an existing Appendix B, Budget. Budget Revision as a cost-neutral reallocation of funds from one budget line item to another. It may shift funds between existing line items, for the purpose of better aligning budget allocations with actual costs or may reallocate a portion of funding to a new line item. It may be a one-time or an ongoing change.
Chartfield	A set of accounting codes used to allocate and track spending by department, funding source, activity type, etc. Each Purchase Order will have a set of these codes associated with it.
City	City refers to the City and County of San Francisco.
Cost of Doing Business (CODB)	A budget increase authorized by the Board of Supervisors to compensate City grantees and contractors for rising costs due to inflation and other economic trends. This typically takes the form of a fixed percentage of a contracts/grants current ongoing budget, which is then increased by that amount. Annual CODB increases are not guaranteed until approved by the Board, and the percentage increase varies from year to year based on economic conditions and the City's budget.
Contract	An agreement between HSH and a **for-profit** external provider. Contracts use different agreement boilerplate documents than Grants and are also subject to different rules, regulations, and approval processes.
Contingency	An extra Spending Authority cushion (beyond the initial program budget for all years) that is included in most contracts in anticipation of future cost increases to a program. Contingency is included in new agreements so that small budget increases can be made to an agreement over time without requiring a full agreement Amendment.
Contract Authority or Contract Not-to-Exceed Amount (NTE)	The maximum amount of dollars that is legally allowed to be spent on a single agreement over the entire course of its term. The NTE amount is equal to the approved total budget of a program for all years (Grand Total of all Budgets), plus an extra contingency buffer amount (determined in advance by HSH Contracts). Any budget actions which would cause a program's budget to exceed its Contract Authority/ Contract Not-to-Exceed amount will require an Amendment to increase the Not-to-Exceed amount.
Current Budget	A budget which has been approved by all required parties as configured in the workflows and is being used for invoicing.
Draft Budget	Budget status when a budget is being drafted for a new agreement, or to be revised or modified for an already executed agreement, etc.

Term	Definition
Fiscal Year	Refers to the City's fiscal year, which begins on July 1 and ends on June 30 of the following year.
Grants	An agreement between HSH and a **non-profit** external provider. Grants use different agreement boilerplate documents than that of a contract, and are also subject to different rules, regulations, and approval processes.
HSH	The Department of Homelessness and Supportive Housing is the City and County of San Francisco agency responsible for the Homelessness Response System (HRS) and is also referred to as HSH. The HRS is the overall network of services to address homelessness and serve individuals experiencing homelessness. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. Core components of the HRS include: Coordinated Entry, Street Outreach, Problem Solving, Temporary Shelter, Housing, and Housing Ladder programs.
Invoice	An itemized list of expenses incurred by a Provider to pay for the services covered under their agreement. Providers submit invoices on a monthly basis (within 15 days of the end of the service month). The Finance and Contracts teams review invoices to ensure costs are eligible and accurate. Once approved, the Finance team issues a payment to reimburse the Provider for the incurred costs.
Purchase Order (PO)	A bucket of funding encumbered by the Finance Team in F$P to cover expenses for a particular program budget. POs are typically intended to cover expenses for one fiscal year (or one Project Period) of an agreement/budget.
RFP	Request for Proposal.
Voucher #	Voucher # is the number tied to the payment to Provider's once their invoices have been approved by HSH.

F. Funding Sources

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

II. BACKGROUND

A. Project Description

With this RFP, HSH intends to replace its existing contract and grant management system with a new Contract Lifecycle Management System (CLMS). HSH's goal is to take advantage of a modern CLMS that is designed around best practices allowing HSH to streamline and improve processes that result in timely, accurate, and easy to access information. HSH is seeking to address several challenges in the current environment including but not limited to:

- HSH's contract, program, and fiscal staff require access to data, information, and reporting that is currently unavailable or significantly restricted, or time consuming to extract.
- HSH contracted providers have reported that their fiscal and administrative staff find it cumbersome to submit monthly invoices or access data and experience delays in invoicing as a result.

- HSH is currently using Microsoft Word and Excel generated templates to create and manage agreements because its current system lacks the ability to automate templates, and generate agreements.
- Contracting workflows cannot be reconfigured and customized to integrate new programs, services, and regulations.
- The current systems are outdated and not integrated and HSH needs an updated system that offers major enhancements.

More specifically, the new CLMS must meet several objectives, including but not limited to:
- Streamline business processes to take advantage of best practices through automation, integration, and workflows;
- Eliminate the need for redundant data entry;
- Provide a user-friendly and intuitive user interface to promote system use and productivity for both internal HSH contract, fiscal, and program staff users and external HSH community-based providers users;
- Eliminate the need for manual input when preparing budgets, dashboards, and reports;
- Improve and/or provide necessary reports and reporting capabilities, and access to data through inquiry or drilldown capabilities; and
- Provide interface capabilities with third-party systems.

In order to meet these objectives and address these challenges, HSH has initiated this RFP to adequately plan for, select, and implement the replacement CLMS. **Section III, Scope of Work** outlines the features and functionality desired in a future system.

B. **Current System Environment**
In order to help Applicants prepare their RFP response, this section documents the existing HSH systems and applications and potential interfaces.

Current HSH Application	Function in HSH
Microsoft Word and Excel	To generate documents as templates for creating and managing agreements, appendices, budgets, and other supporting documents.
Microsoft Outlook	To schedule meetings and email
Microsoft Teams	To instant message, audio and call externally and internally, and file share
Adobe Acrobat Pro	To package the agreement as one PDF file prior to routing for signatures
DocuSign	To collect electronic signatures from required parties and execute the agreement
Box	To store HSH files
Asana	To track and manage tasks and to route budget changes, budget revisions, and new agreements and amendments for internal review/approval.
Contract Administration, Reporting, and Billing Online (CARBON)	Online invoicing system. Used by Contracted Providers to submit invoices and supporting documentation. Used by HSH to review and approve the submitted invoices
Online Navigation and Entry (ONE) System	Used by HSH to track client information, assessment, and services.

ServiceNow	Used by HSH to manually submit Contracts to external City departments for review and approval
PeopleSoft	Used by HSH to manually create unique contract number (F$P ID), coordinate supplier ID, procurement information, chart fields and purchase order (PO) information. Also used by HSH to process payment, and upload certified new agreements and amendments.

Applicants may refer to Attachment 11 – Overview of HSH's CLMS to view an overall picture of how HSH envisions the proposed solution will interface with some of HSH's current systems. Applicants may provide additional input and suggestions on integration or replacement in their Appendix 1: Application Template.

C. Summary of Current Users

Users	Type	No. of Estimated Users
HSH Admin, Contracts, Programs, and Fiscal	Internal	150
Contractors, Vendors, and Grantee Providers	External	300

Future user number is expected to be similar to the current number of estimated users.

III. SCOPE OF WORK

The description below outlines the potential system solution options, and key functional areas the proposed solution must provide. Applicants must use this description when designing their proposals. However, Applicants may suggest modifications and/or additions that will, in their estimation, make the project more feasible or effective. HSH reserves the right to purchase the proposed solution, in part or in whole, depending on the total cost, value proposition, and implementation timeline.

Applicants may also subcontract one or more elements of their project to other Contractors, provided that those partners have been identified and described in their submission. HSH will enter into an agreement with the prime or lead contractor who is ultimately responsible for ensuring all the deliverables are met directly by its staff or through its subcontractor(s).

A. Potential System Solution Options
HSH is willing to consider several system solution types in response to this request. Proposed solutions may include but are not limited to any of the following components:

1. **Software-as-a-Service (SaaS) -** a SaaS platform that requires configuration to fully meet the HSH's business needs.
2. **Software-as-a-Service (SaaS) + Custom Interface Development** - a SaaS platform that requires configuration and additional interface development to fully meet the HSH's business needs.
3. **Software-as-a-Service (SaaS) + Modular Tools -** a SaaS platform and other software tools that will require configuration and integration to form a whole Contract Lifecycle Management System
4. **Commercial Off the Shelf (COTS) -** A fully developed, packaged software that only requires configuration to meet the HSH's business needs.
5. **COTS + Custom Interface Development -** A packaged system that requires both configuration and additional custom interface development to fully meet the HSH's business needs.
6. **COTS + Modular Tools –** A primary package system and other software tools that will require configuration and integration to form a whole Contract Lifecycle Management System.

HSH will strongly consider a hosted delivery model where the system is hosted by the Contractor or resides on a cloud platform.

B. Functional Areas

The key functional areas of our desired environment should include, but not limited to, the following:

No.	Functional Area	No.	Functional Area
1	Contract Budget Workflow	7	Communication, Notification, and Alerts
2	Agreement Workflow	8	Invoicing
3	Program Monitoring	9	Reporting and Dashboards
4	CLMS Administration	10	Integration
5	Data Collection and Record Management	11	Other Functionalities
6	Tracking and Documenting		

1. **Contract Budget Workflow:** HSH will use the proposed solution to draft, manage, modify, review, and approve budgets. Some of the goals are to accurately process cash advances, implement budget revisions, carry forward requests, and Cost of Doing Business (CODB) increases.
2. **Agreement Workflow:** HSH will use the proposed solution to support the agreement lifecycle from start to finish. Some of the goals are to allow HSH staff to use automated and customizable templates to draft the agreements and necessary appendices from start to finish and route for internal and external approvals.
3. **Program Monitoring:** HSH must audit all programs mandated by agreements to ensure the providers adhere to contractual and programmatic requirements. Therefore, the proposed solution must enable and support configuring the standard and program-specific monitoring activities and content.
4. **CLMS Administration:** The proposed solution must allow HSH's IT staff to serve as System Administrator(s) to provide required configuration, customization, automation, manage licenses, and support the administration and troubleshooting tasks.
5. **Data Collection and Record Management:** HSH will use the proposed solution to collect and archive data and documents/files to manage agreements and maintain vital information in the system to be populated and utilized for supporting numerous processes and mechanisms.
6. **Tracking and Documenting:** The proposed solution must enable HSH staff to track all the agreement components' status, progress, and changes at any given time. In addition, the proposed solution must allow tracking and comparing budget history to stay informed about how budgets have grown or contracted over time. The proposed solution must also document communication to enable HSH staff to respond to internal and external requests and for future reference.
7. **Communication, Notification, Alerts:** HSH will use the proposed solution to send/receive communications. The proposed solution will notify HSH staff and providers of important reminders and deadlines as configured in the system and enable them to send notifications manually. Some of the goals of the new solution are to automatically send alerts regarding late invoices and budget approvals, allow HSH staff to send ad-hoc letters to providers, allow users to collaborate by entering notes in the system, send/receive emails, etc.
8. **Invoicing:** The proposed solution must allow HSH providers to submit and resubmit invoices with corrections and HSH staff to review, reject, and approve invoices. The HSH team and providers should be able to collaborate to review and correct the invoices. The proposed solution should also allow to appropriately set up Purchase Order (PO) information to process invoicing and payment for the providers.
9. **Reporting and Dashboards:** The proposed solution should allow users to create reports outside canned reports and tailored reports/dashboards with specified providers/program types/funding types/terms and

any other fields that will exist or will be calculated in the system. The examples include but are not limited to monitoring the following: spend-down, missing invoices, budget overruns, expiring budgets, agreements, funding sources, budget allocations and provider performance.

10. **Integration:** HSH intends to integrate the CLMS with various systems of record to address data discrepancies and improve data integrity department wide.

11. **Other Functionalities:** Additional feature requests as needs arise through the course of the project, including establishing the strategy and specifications to transition data from existing systems to CLMS.

Attachment 7 - CLMS Requirements Workbook: The CLMS Requirements Workbook explains the functional needs categorized by functional areas HSH requires and desires to be included in the Applicant's solution. This workbook will be referenced throughout the RFP and must be completed by the Applicant with the submission.

Applicant must replace cell B1 in the "About the Workbook" tab in Attachment 7 with the Applicant's company name. Applicant should use the column titled "Applicant's Response to Requirements" in each tab to respond to the requirements and must respond to every requirement. When providing responses to the requirements, proposers shall use the response indicators contained in the table below:

Requirements Response Indicators
Feature/function will be included and implemented as part of the HSH's proposed timeline and budget
Feature/Function will be included but implemented at a different schedule and/or budget than proposed by HSH. The new schedule and budget should be included in the applicant's proposed plan.
Feature/Function cannot be provided
Other option that is not indicated. Please use Applicant's notes column to add comments

C. Scope of Work Attachments

The attachments described below further broaden the understanding of the scope and elaborate on the requirements. The Applicant must refer to the below-listed attachments to gain understanding of the entire scope of the desired system.

1. **Attachment 6 – CLMS Data Fields**: This attachment lists all the data elements that HSH has identified to date and requires in the new system. HSH has grouped them into various categories to provide explanations and context regarding the structure of the data. The sources and formulas are explained in the data fields spreadsheet. In addition, the data elements are directly defined in the wireframes for simplicity and to avoid duplicate information for the remaining fields.

2. **Attachment 8 – CLMS Roadmap**: This attachment describes a high-level plan to accomplish HSH's goals. It depicts major work areas to be completed to achieve project milestones within the proposed timelines. It further maps HSH's phased deployment approach in each fiscal year to ensure a fully usable and functional system.

3. **Attachment 9 – CLMS List of reports**: This attachment outlines various reports that HSH's functional units require to perform data analysis.

4. **Attachment 10 – New Agreement and Amendment Workflow Diagram:** This attachment provides a visual overview of the entire process of initiating, drafting, reviewing, and executing a new agreement/amendment from beginning to end. In addition, it outlines critical functional areas and crucial external systems that play a pivotal role in the entire process.

5. **Attachment 11- Overview of HSH's CLMS:** This attachment gives an overview of the Contract Lifecycle Management System that HSH aspires to procure to initiate and manage agreements, budgets, invoices,

reports, and monitor programs, as well as interface/coordinate with other HSH and City systems to ensure compliance and measure performance.

6. **Attachment 12 – Process Flowcharts:** The goal of the process flowcharts is to document HSH's complex processes in a step-by-step and easy to understand format.

7. **Attachment 13 – Wireframes:** The wireframes provide visual representation and details of data fields, structures, interfaces, functionalities, contents, and other components that HSH requires in the new CLMS system.

D. Overview of Project Tasks

HSH has organized and summarized its detailed scope of work into seven (7) major implementation tasks, including the sub-tasks. However, it may extend beyond the following and must be mapped to support the integrated processes during the agile project life cycle. HSH expects to review and receive deliverables surrounding the tasks below throughout the course of the project.

Task	Sub-tasks
1. Project Initiation and Planning	1. Project Initiation and Management Plan
	2. Regular Project Status Reporting Plan
	3. Configuration/Design/Development/Implementation Plan (if applicable)
	4. System Release Plan
	5. System Testing Plan
	6. Requirements Traceability Plan
	7. System Maintenance, Support and Transition Plan
2. Discovery, Analysis and Design	1. Discovery Plan, Functional Design Document, Complete Detailed Requirements, Design & Specifications
	2. Develop Data Integration Design and Specifications
	3. Develop Interface Specifications (if applicable) and Design Document
	4. System Architecture and Technical Design
3. Configuration and Development	1. System Configuration/Development/Implementation
	2. Data Integration, Synchronization, and Reporting
4. Testing	1. Detailed Test Plans
	2. Test Scenarios, Test Cases, and Test Scripts
	3. Documented System Test Results
5. Project Training	1. Training Plan
	2. Training Manuals, Guides, and Materials
	3. Onboarding of Users – Initial Licensing
	4. Documented Evidence of Successful End-User Training
6. Deployment	1. Release Readiness Evaluations and Reports
	2. Deployment Plans
	3. Migration Plan
	4. System Defect Resolution Reports
	5. System Documentation
7. Implementation Closeout	1. Documented Implementation Project Closeout

E. **Overview of Maintenance and Operations Tasks**
The Maintenance and Operations phase of the contract will follow immediately after completion of the CLMS project. The tasks expected from the awarded Contractor during this phase will include but not limited to the following:

1. **System Maintenance:** This will include upgrades to the system, security patches, database optimization and tuning, data integrity and data resiliency including but not limited to backups and synchronous/asynchronous replication.
2. **Technical Support:** This will include technical support for troubleshooting potential system issues such as system outages and login issues. After CLMS project completion, Software vendor must be available to provide technical support during normal business hours with no greater than a one (1) hour response time. Software vendor may also be required to be available as needed outside of normal business hours for critical and high priority requests. Software vendor will agree to work with HSH to establish priority level with associated response/resolution time constraints to complete reported support activities.
3. **Hosting Services (if applicable):** This will include a hosting delivery model where the system is hosted by the Contractor.
4. **License Support (if applicable):** This will include assistance to HSH for renewal of the SaaS licenses. The license support requirements may be determined by the City's enterprise agreement.

IV. PRE-APPLICATION INFORMATION

A. Pre-Proposal Conference
Applicants are encouraged to attend an online pre-proposal conference on June 20, 2023 at 10:00am (PST) via Microsoft Teams at the following link: Pre-Proposal Conference.

Pre-Proposal Conference Meeting ID: 248 802 323 844
Pre-Proposal Conference Passcode: WnjJbd
Pre-Proposal Conference Call-In Info (for audio only): +1 415-906-4659,,967240027#
Pre-Proposal Phone Conference ID: 967 240 027#

Any questions will be addressed at this conference and any available new information will be provided at that time.

B. Procurement Questions Deadline
Applicants may submit questions via email to: HSHProcurements@sfgov.org until the Questions Deadline. Proposer specific questions about compliance with the City's vendor requirements are in Section XIII. City Social Policy Requirements are not subject to the above deadline and may still be answered by the contact designated in this procurement.

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

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

VI. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals
Applications are due electronically in the format detailed below and must be received by the Applications Deadline.

Applicants shall submit the Appendix1: Application Template with requested attachments in **one** PDF to **HSHProcurements@sfgov.org**. The PDF file name and email subject must include the RFP number (RFP #140) and the Applicant organization's name as such: RFP 140 – Applicant Organization Name.

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

VII.   SUBMISSION FORMAT

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

VIII. PROPOSAL CONTENTS AND EVALUATION CRITERIA

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
1. Summary	Appendix 1: Application Template	1.1 Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Proposed Services, Collaboration information, if any.	HSH will review for pass/fail: • Did applicant complete Appendix 1: Applicant Template?	Pass/ Fail

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
2. Minimum Qualification	Appendix 1: Application Template and Attachment 2: Proposer Questionnaire and References	Applies to all applicants: 2.1 Applicant must be a certified vendor with the City and County of San Francisco or have the ability to become a certified vendor within ten (10) days after notice of intent to award. 2.2 Applicant must have experience within the past five years of successfully building at least one solution similar in scope and complexity to the one described in this RFP within a managed time frame. Applicant should describe at the minimum: • the project name • project scope summary • dates when project was performed • project costs • roles and responsibilities • milestones & deliverables • performance on delivering the project on schedule and budget • the client name • a client contact for reference 2.3 Applicant must demonstrate a minimum of three (3) years of experience in delivering services using the Agile Framework. 2.4 Applicant must fully complete and return the CLMS Requirements Workbook in Excel Format (Attachment 7). **Please complete all tabs and respond to each requirement.** Please refer to **Section III B – Scope of Work, Functional Areas** of this RFP for instructions on filling out the workbook**.** 2.5 Provide at least three written references – current and/or former.	HSH will review for completeness/compliance: 2.1 Did applicant attach copies of certification? 2.2 Did applicant describe at least one solution similar in scope and complexity to the one described in this RFP within a managed time frame and completed at least in the last 5 years? Did the applicant include all required information regarding the project? 2.3 Did applicant demonstrate a verifiable minimum of years of experience using Agile Framework as referenced in the RFP? 2.4 Did applicant complete all responses in the CLMS Requirements Workbook? 2.5 Did applicants include at least three references?	Pass/ Fail

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
3. Relevant Experience	Appendix 1: Application Template	3.1 Applicants must name and describe in detail up to three (3) successful implementations (including scope of implementation) using the applicant's solution/system to public or private customers of a similar complexity as HSH.	3.1 How experienced is the applicant in implementing similar projects related to HSH's requirements? How well has the Applicant demonstrated experience with a public or private client/customer of a similar complexity as HSH?	10

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
4. Proposed Solution		4.1 Applicant must describe the system it proposes to deliver and implement as requested in this RFP. Applicant's response and CLMS Requirements Workbook will be evaluated and responses must include the following: i. A clear description of the proposed system to replace the current system for HSH as described in the RFP; ii. A clear description of how the applicants proposed solution meets and/or exceeds the defined needs of HSH with respect to the scope of work contained in this RFP. Applicant should describe any innovative, creative, and effective solutions, methods and/or approaches they wish for HSH to consider in fulfilling requirements to replace the current system for HSH as described in this RFP; iii. An articulated strategy and collaborative plan to work with HSH regarding system configuration/development, maintenance, and support.	4.1 How well does the applicant demonstrate a solution to deliver and implement a system as described in the RFP (e.g., how comprehensive, clear, and detailed is the description of the proposed solution)? How well does the applicant's proposed solution meet HSH's requirements as outlined throughout the RFP? Is the proposed solution in line with HSH's Requirements in the CLMS Requirements Workbook and scope of work? How clear and realistic are the innovative, creative, or effective solutions, methods or approaches they wish HSH to consider in fulfilling requirements? How well does the application describe a realistic and achievable plan for collaborating with HSH and executing the work?	30

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points

5. Project Approach		5.1 Applicants must describe their project plan and schedule for completing each major task and subtask listed under the **Section III. D. Scope of Work, Overview of Project Tasks** of this RFP. The plan must demonstrate in detail how applicant will complete each major task and meet all HSH's requirements.
		
		Applicant must also describe any training and assistance that accompanies the system:
		  i. Training for System Administrators
		  ii. Training for Users
			5.1 How well does the Applicant describe an effective plan, approach, and schedule to meet HSH's requirements? Please consider the following:
			• Is the applicant's plan realistic to implement given HSH's requirements?
			• Does the Applicant have robust methods and tools for project management, and can the Applicant be expected to adhere to a defined implementation schedule?
			• Does the plan explain how each major task and subtask of this RFP will be completed in a timely fashion?
			
			Does the Applicant's plan demonstrate in detail how they will meet all HSH requirements? If Applicant cannot currently meet these requirements, does the Applicant propose effective alternative solutions that can meet these needs?
			
			Does the Applicant have experience in training System Administrators and Users on their system?
				20

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points

6. Organizational Capacity, and Staffing		6.1 Applicant must demonstrate that it has the organizational capacity, infrastructure, and staffing structure needed to provide the proposed services including supervision and management.
		  i. Attach resumes of key project staff and clearly identify which staff position they occupy, what their role in the RFP scope of work will be, and provide written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the City's prior approval.
		  ii. Identification of a qualified lead professional responsible for the project and identification of the professional(s) who will be performing the day-to-day work, including Project Manager, Technical/Product Lead, Account Manager, and any other lead roles.
		  iii. Identification of any subcontractors who will be involved. If subcontractors are proposed, describe the work they will perform and how they are qualified to perform it.
			6.1 How well does the Applicant demonstrate appropriate professional qualifications and/or education of staff assigned to the project, a realistic description of the tasks to be performed by each staff person, reasonable workload and work schedule, staff availability, and accessibility.
			
			The Applicant clearly demonstrates that it has the organizational experience, infrastructure, and staffing structure to deliver the services.
			
			The staff, based on job descriptions and qualifications provided, and proposed staffing pattern can effectively provide the services described.
				10

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
7. Fiscal Capacity – Budget	Appendix 1: Application Template and Appendix 2: Price Proposal Template	7.1 All costs to the City shall be included in the payment entered on the Appendix 2: Price Proposal Template. i. A not-to-exceed total budget amount ii. A total budget amount for the project that does not exceed $1,000,000. iii. A proposed total annual budget amount for Maintenance and Operations. Maintenance and Operations budget must include System Maintenance, Technical Support, Hosting Services, and License Support. Please refer to **Section IIIE, Scope of Work – Overview of Maintenance and Operations Tasks** of the RFP for information on Maintenance and Operations tasks. iv. HSH would like proposals that build creative solutions to minimize these costs. Please include: - A proposed plan for Maintenance and Operations support, including addressing troubleshooting requests post-project on the Appendix 1: Application Template - Costs for any additional services on the Appendix 2: Price Proposal Template and a description of what the additional services entail on the Appendix 1: Application Template	7.1 How reasonable, appropriate, and competitive are the proposer's project costs relative to this RFP and HSH's needs? How reasonable, appropriate, and competitive is the proposed Maintenance and Operations annual cost? How well does the Applicant describe a proposed plan for Maintenance and Operations support, including addressing troubleshooting requests post-project?	10

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
8. Oral Presentation/Interview	Virtual	8.1 Up to three (3) of the highest scoring applicants will be invited to provide a demo of the proposed solution. The applicants should demonstrate the feasibility of their solution and explain how the HSH requirements will be fulfilled. Applicant is expected to present at scheduled meetings that are anticipated to last at least one to three days of demonstrations.	8.1 HSH will provide an agenda of topics, including time allocated to each topic and specific scripts and use cases to which the Applicant must address in the review. HSH requests that the Applicant's proposed Project Manager and Technical/Product Lead actively participate in the review sessions.	20
			Total	**100**

IX. CONTRACTOR SELECTION

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive proposals will be evaluated by a panel ("Evaluation Panel") consisting of one or more parties with expertise related to the goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City departments. Proposals will be evaluated based on the criteria outlined above.

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

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

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

The Minimum Qualifications determination will be solely based on the information submitted by the Applicant in Appendix 1: Application Template and required attachments. Insufficient or incomplete information may result in an Application being considered non-responsive. Responses of "To be provided upon request" or "To be determined" or "Confidential" or the like, or that do not otherwise provide the information requested (e.g. left blank) are not acceptable. Any Application that does not demonstrate that the Applicant meets the Minimum Qualifications will be issued a notice of non-responsiveness and will not be evaluated or eligible for award under this RFP.

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

X. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS

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

B. Objections to RFP Terms

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

C. Objections to RFP Terms

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

D. Change Notices

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

E. Term of Application

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

F. Revision of Application

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

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

G. Errors and Omissions in Application

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

H. Financial Responsibility

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

I. Cybersecurity Risk Assessment

As part of City's evaluation process, City will engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

- SSAE 18 SOC-2, Type 2 Report: Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- City's Cyber Risk Assessment Questionnaire: Proposer's responses to a City's Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City's data which shall be remediated on or before contract execution, but in no event later than 180 days from contract execution (unless otherwise required by City). Should such risks be identified, City may afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

J. Applicant's Obligations under the Campaign Reform Ordinance

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

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Qualification, and requests to be placed on a mailing list do not constitute negotiations.

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

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

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

K. Sunshine Ordinance

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

L. Public Access to Meetings and Records

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

M. Reservations of Rights by the City

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

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

N. No Waiver

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

O. Reserved. (Local Business Enterprise (LBE) Goals and Outreach).

P. Compliance with Previous Grant and Contract Requirements

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

Q. Other Terms and Conditions

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

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

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

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

XI.   CITY AGREEMENT REQUIREMENTS

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

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

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

Step 1: Register as a BIDDER at City's Supplier Portal:
https://sfcitypartner.sfgov.org/pages/index.aspx

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

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.

- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

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

C.   Standard Agreement Provisions
Depending on the awarding department, Awarded Provider will be required to enter into a grant or contract agreement. Failure to timely execute and agreement, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the agreement, shall be deemed an abandonment of an award offer. The City, in its sole discretion, may select another Applicant.

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

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

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

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

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

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

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

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

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

I. Insurance Requirements
Upon award, Awarded Provider shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than $1,000,000 each accident, injury or illness; (2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; Policy must include Abuse and Molestation coverage (3) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (4) Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services with limits not less than $1,000,000 for each claim; (5) Technology Errors and Omissions Liability coverage, with limits of $1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the awarded agreement.

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

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

K. Compliance with Laws and Regulations
Awarded Provider shall comply with all applicable federal, state, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on its Application prior to their delivery, it shall be the responsibility of the Awarded Provider to notify the City at once, indicating in its letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.

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

by the Applicant. Failure to promptly remedy or to make prompt payment to a third party (subcontractor) may result in the City's withholding of payment to the Awarded Provider.

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

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

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

N. **Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts**

To receive a contract under this Solicitation, any nonprofit proposer must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Proposer must provide documentation to the City demonstrating its good standing with applicable legal requirements. If proposer will use any nonprofit subcontractors, subgrantees, and/or subrecipients to perform the agreement, proposer will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement.

XII.   PROTEST PROCEDURES

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

A. **Protest Procedures**

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

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

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

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

3. **Protest of Contract Award**

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

4. **Delivery of Protests**

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

XIII.   CITY SOCIAL POLICY REQUIREMENTS

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

A. **Proposers Unable to do Business with the City**
   1. **Generally**

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

   2. **Administrative Code Chapter 12B**

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

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

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

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

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

7. **Reserved (Sweat free Procurement)**

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

XIV. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

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

B. LBE Subcontracting Requirements

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