



# City and County of San Francisco

**Department of Homelessness and Supportive Housing (HSH) Request for Proposals (RFP) for RFP#HSH2023-141 (RFP #141) – Shelter Ancillary Services**  
**Contact: Rachel Garcia | [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org)**

## Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals from qualified Proposers for four Shelter Ancillary services including Meals for Navigation Centers and Shelters, Hot Meals for Alternative Shelter Sites, Shelter Transportation services, and Shelter Client Advocacy services.

## Schedule<sup>1</sup>

RFP Issued	Tuesday August 8, 2023
Pre-Proposal Conference	Tuesday August 15, 2023 from 2-3:30 <a href="#">Join on the web</a> : Teams Meeting ID: 232 497 754 984 Passcode: JBCFez Call In info: <a href="tel:+14159064659">+1 415-906-4659</a> , <a href="tel:+1415906127164880">127164880#</a> Phone Conference ID: 127 164 880#
Deadline for Written Questions	Tuesday August 15, 2023
Answers and Clarifications Published	Tuesday August 22, 2023
<b>Deadline to Submit Proposals</b>	<b>Monday September 18, 2023 by 2:00 pm</b>
Oral Presentation/Interview	October 27, 2023
Intent to Award Notification	November 3, 2023
Agreement Commence	Hot Meals for Alternative Shelter Sites, Shelter Transportation services, and Shelter Client Advocacy: February 1, 2024 Meals for Navigation Centers and Shelters: March 1, 2024
Procurement Lead	Rachel Garcia <a href="mailto:hshprocurements@sfgov.org">hshprocurements@sfgov.org</a>

## 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 Procurement Lead 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 the 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 1a: Meals for Navigation Centers and Shelters Application Template

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

Appendix 1b: Hot Meals for Alternative Shelter Sites Application  
Appendix 1c: Shelter Transportation Services Application  
Appendix 1d: Shelter Client Advocacy Services Application  
Appendix 2a: Meals for Navigation Centers and Shelters Budget Proposal  
Appendix 2b: Hot Meals for Alternative Shelter Sites Budget Proposal  
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Appendix 2d: Shelter Client Advocacy Services Budget Proposal

**Attachments**

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Attachment 1b: City's Proposed Contract Terms  
Attachment 2: Proposer Questionnaire and References  
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## I. INTRODUCTION

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### A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) is seeking qualified suppliers (“Proposers”) to submit proposals (Proposal) for the following four Ancillary Shelter services:

1. Meals for Navigation Centers and Shelters - provides and delivers meals regularly to guests at Navigation Centers and other Temporary Shelters.
2. Hot Meals for Alternative Shelter Sites - provides and delivers ready to eat meals twice daily to guests at Alternative Shelter Sites.
3. Shelter Transportation - provides transportation services for homeless adults and families using emergency shelter services.
4. Shelter Client Advocacy - provides peer advocacy grievances to adults and families in temporary shelter systems.

HSH intends to award at a minimum one contract or grant for each service component through this RFP to the Proposers that meet the Minimum Qualifications of this Solicitation and obtain the highest-ranking scores. Interested parties must apply for each service they are interested in providing.

Proposers must submit a separate proposal for each service they are interested in providing. Proposers may propose to subcontract any portion of the work included in each service component with additional rationale, but HSH will only enter into an agreement with the prime/lead Proposer.

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

### B. Anticipated Agreement Terms

The contracts and grant agreements awarded pursuant to this Solicitation will have an original term of five years. HSH at its sole, absolute discretion, shall have the option to extend the term for up to five additional years for a total of 10 years.

### C. Anticipated Agreement Not to Exceed Amount

The not to exceed (NTE) amount for agreement awards pursuant to this Solicitation cannot be anticipated at the time of this Solicitation but shall be based on the selected Proposals. This amount is based on the City’s estimated spend over the advertised agreement terms. Should City’s actual spend exceed its estimated spend, the City may at its sole discretion change the agreement NTEs accordingly.

The agreements awarded pursuant to this Solicitation will be sized to the following Fiscal Year 2023-24 budget levels listed below. HSH may adjust future annual amounts to account for increases in cost-of-doing business based on annual funding availability. Should HSH exercise its options to extend the contract beyond the initial term, the City may also consider changes in the annual amounts.

Services	Agreement Type	Reimbursement
Meals for Navigation Centers and Shelters	Grant	The awarded applicant will be reimbursed based on a cost per meal model which includes delivery. Proposers may submit a proposal based on an up to \$7 per meal reimbursement model.

Hot Meals for Alternative Shelter Sites	Grant	The awarded applicant will be reimbursed based on a cost per meal model which includes delivery. Proposers may submit a proposal based on an up to \$8 per meal reimbursement model.
Shelter Transportation	Contract	Proposers may submit proposals with an amount not to exceed \$346,600 annually.
Shelter Client Advocacy	Grant	Proposers may submit proposals with an amount not to exceed \$567,500 annually.

Agreements that result from this procurement will be prorated for the fiscal year at the agreement start date. Payment for all services provided in accordance with the provisions under this RFP shall be contingent upon the availability of funds. City shall not be required to provide any definite units of services, nor does City guarantee any minimum amount of funding for the services described in this RFP.

**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
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.
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
CARBON	Contract Administration, Reporting, and Billing Online (CARBON) is HSH’s online invoicing system.
City	City refers to the City and County of San Francisco.
Contract	An agreement between HSH and an external provider. Contracts use different agreement boilerplate documents (P600) than Grants and are also subject to different rules, regulations, and approval processes.
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 and is being used for invoicing.
DPH	San Francisco Department of Public Health
Fiscal Year	Refers to the City’s fiscal year, which begins on July 1 and ends on June 30 of the following year.

<b>Term</b>	<b>Definition</b>
FTE	Full Time Equivalent. FTEs are based on a 40-hour work week or 2080 hours annually.
Grants	A written agreement between HSH and an external provider. Grants use different agreement boilerplate documents (G100) than that of a contract, and are also subject to different rules, regulations, and approval processes.
Guests	Primary term for unhoused clients staying in HSH’s shelter and crisis interventions programs.
Home by the Bay plan	The five-year citywide strategic plan guides the work of HSH and its partners from July 2023 to June 2028.
HRS	Homelessness response system includes all programs and services that HSH and its partners offer.
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.
Navigation Center	Low-barrier shelter model with amenities and services that offers flexibility for partners, pets, and possessions.
NTE	Not to exceed amount
Older Adult	An adult aged 60 years and older. Minimum age requirements for programs serving older adults may vary based on funding source.
ONE System	Online Entry and Navigation System is HSH’s main database for client information.
Peer Advocates	Also referred to as Shelter Client Advocates
RFP	Request for Proposal
SGAC	Shelter Grievance Advisory Committee oversees the shelter grievance process <sup>2</sup> and makes recommendations for improvements to the shelter system.
Shelter	Umbrella term for indoor facilities that provide a temporary place to stay while people access services and look for housing. Sites have amenities and services like showers, food, laundry, security, and case management.
TAY	Transitional Age Youth. An individual between 18 and 24 years old who is experiencing homelessness. These individuals often have specialized needs, different from those of families or adults, who must be considered with designing programs and services.

## **F. Funding Sources**

The sources of funding provided under this RFP will depend on the service and may include City General Funds, state funding, and local funding. Payment for all services provided in accordance with provisions

<sup>2</sup> Shelter grievance policy: [https://codelibrary.amlegal.com/codes/san\\_francisco/latest/sf\\_admin/0-0-0-67149](https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-67149)

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.

#### **G. Delivering Services with Equity**

HSH seeks to become an institution that represents the diversity of the communities we serve and fosters a more diverse, equitable, and inclusive (DEI) culture that recognizes and creates belonging for everyone in our Homelessness Response Systems across all work functions, levels, and services.

DEI is the foundation upon which HSH engages and assists those we serve, builds relations with those who provide services on HSH's behalf, and infuses the values and beliefs that enable colleagues and vendors to develop their potential and bring their full selves to the work to end homelessness in the City and County of San Francisco.

HSH envisions outcomes where racial disparity gaps in homelessness are closed, and the HRS is structured to benefit, and not further marginalize and harm, the Black, Indigenous, and people of color (BIPOC), lesbian, gay, bisexual, and queer (LGBTQ+), and Differently-abled communities. HSH's mission will inform the policies, procedures, and program development that end cycles of homelessness for unsheltered and at-risk communities through equitable access to housing opportunities.

COVID-19 heightened the historic and continuing impact of anti-Blackness and white supremacy, and of homophobia and anti-trans bias, have led to vastly disproportionate levels of homelessness for communities of color, LGBTQ+, gender non-conforming, and transgender persons. Thus, equity must be the foundational consideration in everything HSH does and is working to bring an equity lens to the forefront of all its planning and actions.

HSH providers extend the department's reach into the community. It is HSH's vision that all services funded by HSH further the department's mission and reflect its values, including the commitment to more equitable outcomes for BIPOC individuals experiencing homelessness in San Francisco. HSH is seeking to partner with providers who demonstrate a deep understanding of and focus on racial equity to achieve different outcomes in the communities HSH serves and pay close attention to those who are often excluded. All Proposers for HSH funding will be evaluated in part based on the Proposer's ability to articulate and demonstrate how it will operationalize a commitment to racial equity. Awarded proposer(s) shall demonstrate the ability to conduct equity-focused data analyses and use feedback from the served population to enhance services.

#### **H. Delivering Services Using a Housing First Approach**

The awarded applicants for Shelter Transportation and Shelter Client Advocacy services shall adhere to Housing First principles found in [California Welfare and Institutions Code Section 8255](#) and follow the processes agreed upon by awarded applicants, HSH, property owner, housing subsidy administrators, funding regulations, fair housing laws, and/or other entities involved with referrals. Housing First is an evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

Under Housing First, clients are offered shelter, housing, and supportive services regardless of their sobriety or use of substances, completion of treatment, or participation in services. Clients must not be refused housing, shelter or services based on poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."



## **I. Overdose Prevention in the Homelessness Response System**

The primary way that HSH promotes harm reduction and overdose prevention throughout the HRS is to include, rather than exclude, substance users from services. For many years, housing was treated as an award for compliance with social standards, including sobriety. This approach left substance users out on the streets and did not provide access to the resources often needed to reduce drug use and overdose through housing or other services. Consistent with the State of California’s Housing First Principles found in the California Welfare and Institutions Code Section 8255, housing providers must accept enrollees into their programs regardless of their sobriety or use of substances, completion of treatment, participation in services, or other behaviors presumed to indicate a lack of “housing readiness.”

All HSH-funded programs across the HRS are committed to serving and being accessible to people using substances. The Department provides dedicated support services through outreach, shelter, and housing to mitigate harmful behaviors stemming from substance use and to help stabilize people within HSH’s programs.

Additionally, to help the most vulnerable people experiencing homelessness access long-term stabilizations and exits from homelessness, HSH has included a substance use disorder as one of the vulnerabilities assessed through Coordinated Entry (CE) to determine housing prioritization status.

The agreements awarded as a result of this solicitation will incorporate requirements of the Department’s Overdose Prevention Policy, as required by Administrative Code Section 15.17. For additional information, please refer to the HSH Overdose Prevention Policy<sup>3</sup>.

## **II. BACKGROUND**

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The Meals for Navigation Centers and Shelters services began with the opening of the City and County of San Francisco’s first Navigation Center program located in the Mission District in 2015. The Navigation Center program model provides low-threshold shelter services to adults and youth experiencing homelessness. One component of the model is to provide meals-on-demand for guests of the shelter, instead of specific mealtimes, to provide maximum flexibility to the served population for obtaining nutritious meals. To achieve this model, the Navigation Centers and other temporary shelters work with a meal provider who prepares and delivers frozen meals which are stored and heated by the Navigation Center or temporary shelter staff on demand for Navigation Center guests. Navigation Center and shelter guests can access two meals per day at the sites. Currently, 11 Navigation Centers and temporary shelters sites in various neighborhoods throughout San Francisco, including the Bayview, Mission, South of Market (SOMA), and Tenderloin, utilize these meal services.

The Hot Meals for Alternative Shelter Sites services began with the opening of the Safe Sleep programs during the COVID-19 pandemic. These programs could not utilize the meals on demand model due to the need for individually packaged meals to meet the health and safety requirements during the pandemic. Though the policies requiring individually packaged meals are no longer in effect at the programs after the sunset of public health emergency, HSH has continued to need hot meals for certain sites, as alternative shelter programs lack the appropriate facilities to store, heat, and serve frozen meals on demand. Alternative shelter guests are served two hot meals per day. Currently, a Cabins program and a Vehicle Triage Center as Alternative Shelter Sites utilize hot meals. A new Cabins program is slated to open in 2024 and may need additional hot meal services. These City alternative shelters are in various neighborhoods throughout San Francisco, including the Bayview, Mission, and SOMA.

<sup>3</sup> <https://hsh.sfgov.org/wp-content/uploads/2023/01/HSH-Overdose-Prevention-Policy-2022-Update.pdf>

Shelter Transportation has been utilized within the HSH Shelter System for many years to support individuals and families experiencing homelessness to access transportation to and from shelters and other critical services in the community. Historically, shelters had established check-in times and curfews which required guests to arrive at a shelter by a particular time of day. Transportation was scheduled to provide maximum support to individuals and families in getting to their respective shelters by the appropriate time. Today, this service continues to function to support persons experiencing homelessness to get to and from City shelters in addition to other critical support services in the community, such as Zuckerberg San Francisco General Hospital and HSH Resource and Drop-in Centers. The Shelter Transportation provider will perform HSH-approved pre-scheduled daily routes and as-needed dispatched individual rides to and from locations within the City of San Francisco.

Shelter Client Advocacy services have been utilized within the City Shelter System for many years since the establishment of the original Shelter Grievance Policy legislation in 1992. In accordance with the City's Shelter Grievance Ordinance and Shelter Grievance Policy, all temporary shelter guests being denied services for violating a shelter rule, non-compliance with case management requirements, or not meeting shelter eligibility requirements are guaranteed due process and the opportunity to appeal their denial. Under the Shelter Grievance Policy, Shelter Client Advocates are individuals who advocate on behalf of clients and act as informal conflict resolvers between shelters and clients. Advocacy services shall be provided using a peer advocacy model. The primary functions of Shelter Client Advocates include (1) acting as informal conflict resolvers between shelters and their clients; and (2) assisting clients in filing complaints or appealing their denials of service at shelter hearings and arbitrations. During the appeals process, the Shelter Client Advocates staff shall attend in-person shelter hearings at HSH Temporary Shelter programs located throughout the City. Shelter Client Advocates staff shall also attend in-person arbitrations at HSH offices at 440 Turk Street.

Home by the Bay: An Equity-Driven Plan to Prevent and End Homelessness in San Francisco 2023 - 2028<sup>4</sup>, is the citywide five-year Strategic Plan that aligns the roles and activities of City departments and offices in collaboration with community service providers that respond to homelessness to enhance coordination and collaboration and increase impact in pursuit of the Plan's vision on racial equity and shared citywide goals. To achieve the Plan's goals, the City must expand the Homeless Response System (HRS) by increasing and expanding capacity of shelter services to add an additional 1,075 new shelter beds. HSH will use the services procured through this RFP to expand its shelter beds and the ancillary services needed to support this growth over the next five years. As a result, HSH may work with and/or request awarded Applicants increase capacity to provide services to meet the expanding needs.

### **III. SCOPE OF WORK**

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The description below outlines key program elements and services the selected vendors will provide. Proposers should use this description when designing their proposed programs. Proposers may also suggest modifications and/or additions, with rationale, which will make the project more feasible or effective. Applicants may propose to subcontract one or more elements of their service to other vendors, provided that those partners have been identified and described in their submission. HSH will enter into an agreement with the prime/ lead Proposer who is ultimately responsible for ensuring all the deliverables are met directly by its staff or through its subcontractor(s).

#### **A. Meals for Navigation Centers and Shelters**

##### **1. Served Population**

Meals for Navigation Centers and Shelters shall serve guests at onsite and may include the sites below:

<sup>4</sup> HSH's Home by the Bay 2023-2028 Strategic Plan: [https://hsh.sfgov.org/wp-content/uploads/2023/02/Home-by-the-Bay-Single\\_Page-Layout.pdf](https://hsh.sfgov.org/wp-content/uploads/2023/02/Home-by-the-Bay-Single_Page-Layout.pdf)

Additional information on Home by the Bay can be found: <https://hsh.sfgov.org/about/research-and-reports/strategic-planning/>

Site	Address	Estimated Maximum Number of Guests
Baldwin SAFE Navigation Center	74 6 <sup>th</sup> St San Francisco, 94103	180
Bayshore Navigation Center	125 Bayshore Blvd San Francisco, 94124	128
Bayview SAFE Navigation Center	1925 Evans St San Francisco, 94124	186
Central Waterfront Navigation Center	600 25 <sup>th</sup> St San Francisco, 94107	64
Embarcadero SAFE Navigation Center	555 Beale St San Francisco, 94107	200
Division Circle Navigation Center	224 S Van Ness Ave San Francisco, 94103	186
Taimon Booten Navigation Center	680 Bryant St San Francisco, 94107	84
711 Post Semi-Congregate Shelter	711 Post St San Francisco, 94109	250
Next Door Shelter	1001 Polk St San Francisco, 94019	248
Hospitality House Shelter	146 Leavenworth St San Francisco, 94102	22
Ellis Semi-Congregate Shelter	685 Ellis St San Francisco, 94109	115
Total Estimate Guest Count		1,663
<b>Total Estimate Daily Meals</b>		<b>3,326</b>

HSH estimates an occupancy rate of 90 to 95 percent. Additional sites may be added and bed counts may change as City temporary shelter system expands.

## 2. Scope of Work

The successful Proposer for Meals for Navigation Centers and Shelters services shall prepare and deliver approximately 3,326 meals per day to a variety of Navigation Centers and Temporary Shelters programs in the HSH portfolio. Meals shall be individually portioned, packaged, and frozen or able to be stored and reheated by Navigation Center and Shelter services staff. Condiments and dinnerware shall be included with the meals. The meals shall be augmented by fresh fruit and vegetables, as well as beverages including fruit juice and milk. The successful Proposer shall accommodate special meal requests to meet guest's needs (including but not limited to vegetarian, diabetic, low sodium, gluten-free, food allergies, mechanical soft entrées, etc.), as requested by the Navigation Center and Shelter service providers.

The successful Proposer shall assist Navigation Center and Shelter service providers in determining the appropriate number of meals to order, with reminders regarding days between deliveries and holiday schedules. Meals shall be distributed in a manner that adheres to public health safety orders and recommendations. The number and type of meals requested may vary by site and fluctuate based on consumption. Meals shall be delivered at agreed times on designated days, as arranged between the awarded vendor and site. The successful Proposer shall provide Navigation Centers and Shelters with menus of meals available to share with staff and guests and deliver meals to the ground floor in bulk, to be stored, heated, and distributed appropriately by the staff of the Navigation Centers.

### 3. Service Requirements

The successful Proposer will:

- Be required to comply with menu, diet, and meal standards set forth in the Shelter Standards of Care Legislation<sup>5</sup>;
- Utilize Department of Public Health (DPH) Registered Dietician support services to provide annual monitoring and evaluation of food safety/ sanitation, meal preparation/ service and menu documentation;
- Maintain written policies and comply with all Federal, State, and Local Ordinances and Regulations governing food safety, food handling, preparation, storage, and transport at all stages of program operations, including the California Retail Food Code<sup>6</sup>;
- Hold a permit to operate and comply with yearly inspections from DPH Environmental Health;
- Comply with the City's food service waste reduction ordinance and use reusable, biodegradable, compostable and/or recyclable food service supplies;
- Provide adequate paid and/or volunteer staffing to administer the program and deliver quality meal services to meet Navigation Center and Shelter guests' food and nutritional needs;
- Communicate regularly with the Navigation Center and Shelter Providers regarding meal needs and delivery logistics, and establish a written Memorandum of Understanding (MOU) with each center and shelter outlining communication; and
- Maintain a written policy informing guests how to make special meal requests for dietary accommodations.

### 4. Staffing Requirements

Proposers shall include a staffing structure that is well matched to program services and meets the Scope of Work and Service Requirements above.

### 5. Service and Outcome Objectives

The successful Proposer shall achieve the following service and outcome objectives:

- Serve meals that attain a high satisfaction level from participants, per results of satisfaction surveys administered by the Navigation Center and Temporary Shelter service providers;
- Conduct a bi-annual focus group made up of eight to ten current shelter guests to test meals and provide feedback; and
- A minimum of 75 percent of the guests responding to the Quarterly Satisfaction Survey issued by the Navigation Center services providers will rate the overall quality of meals as Good or Excellent.

### 6. Reporting Requirements

The awarded Applicant shall:

- Input data into systems required by HSH;
- Provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives section above. Metrics will be entered monthly in the Contract Administration, Reporting, and Billing Online (CARBON) system by the 15<sup>th</sup> of the following month. Reports shall include number of breakfasts, lunch, and dinners delivered; number of fruits and vegetables delivered; and number of beverages, including juice and milk delivered;

<sup>5</sup> Additional information on Shelter Standards of Care legislation can be found:

[https://codelibrary.amlegal.com/codes/san\\_francisco/latest/sf\\_admin/0-0-0-13200](https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200)

<sup>6</sup> California Retail Food Code can be found:

<https://www.cdph.ca.gov/Programs/CEH/DFDCS/CDPH%20Document%20Library/FDB/FoodSafetyProgram/RetailFood/CRFC.pdf>

- Provide a bi-annual report summarizing information gathered from the guest focus group, as described in the Service and Outcome Objectives sections. The awarded applicant shall enter the bi-annual report in CARBON by the 15<sup>th</sup> of the following month;
- Provide an annual report summarizing the contract activities, referencing the tasks described in the Service and Outcome Objectives sections above. This report shall also include accomplishments and challenges encountered by the vendor. The awarded Applicant will enter the annual metrics in CARBON by the 15<sup>th</sup> of the month following the end of the program year;
- Participate, as required by Department, with City, state and/or federal government evaluative studies designed to show the effectiveness of services. The awarded Applicant agrees 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 the awarded applicant within thirty working days of receipt of any evaluation report and such response will become part of the official report; and
- Provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

**B. Hot Meals for Alternative Shelter Sites**

1. Served Population

Meals for Alternative Shelter Sites shall serve unsheltered people experiencing homelessness and individuals who are guests of Alternative Shelter Sites. Alternative Shelter Sites include:

Site	Number of Cabins or Spaces	Maximum Number of Guests <sup>7</sup>
33 Gough Street	70	70-84
Bay View Vehicle Triage Center (VTC)	35-69	59-85
Mission Cabins <i>Sites anticipated to open in Winter 2024</i>	60-70	60-84
Total Daily Meals	Estimate of maximum number of daily meals for February through March 2024: 338 Estimate of maximum number of daily meals for April 2024 through January 25: 506	

Additional Alternative Shelter Sites may be added in 2024 or in future years under this RFP. Alternative Shelter Sites are usually full.

2. Scope of Work

The successful Proposer shall prepare and deliver up to 338 meals per day from February 2024 to March 2024 and up to 506 meals per day from April 2024 onwards to unsheltered people experiencing homelessness and individuals who are part of Alternative Shelter Sites as directed by HSH. The successful Proposer shall prepare and deliver meals (breakfast and dinner) twice a day to each of the Alternative Shelter Sites above. Meals shall be individually portioned, packaged, and delivered ready to eat. The meals shall be augmented by fresh fruit and vegetables, as well as beverages including fruit juice and milk. The successful Proposer shall accommodate special meal requests to meet guest’s needs (including but not limited to vegetarian, diabetic, low sodium, gluten-free, food allergies, mechanical soft entrées, etc.), as requested by the Alternative Shelter Site providers.

<sup>7</sup> Cabins or spaces may accommodate one or more guests.

The number and type of meals requested may vary by site and fluctuate based on consumption. The successful Proposer shall assist Alternative Shelter Site staff in determining the appropriate number of meals to order and deliver. Meals shall be delivered at agreed upon times daily, as arranged between the successful Proposer and site staff. Meals shall be distributed in a manner that adheres to public health safety orders and recommendations.

### 3. Service Requirements

The successful Proposer will:

- Be required to comply with menu, diet, and meal standards set forth in the Shelter Standards of Care Legislation<sup>8</sup>;
- Utilize DPH Registered Dietician support services to provide annual monitoring and evaluation of food safety/sanitation, meal preparation/service and menu documentation;
- Maintain written policies and comply with all Federal, State, and Local Ordinances and Regulations governing food safety, food handling, preparation, storage, and transport at all stages of program operations, including the California Retail Food Code;
- Hold a Permit to Operate and comply with yearly inspections from DPH Environmental Health;
- Comply with the City's food service waste reduction ordinance and use reusable, biodegradable, compostable and/or recyclable food service supplies;
- Provide adequate paid and/or volunteer staffing to administer the program and deliver quality services to meet the navigation center and shelter service providers meals needs;
- Communicate regularly with the Alternative Shelter sites regarding meal needs and delivery logistics, and establish a written MOU with each shelter outlining communication;
- Maintain a written policy informing guests how to make special meal requests for dietary accommodations; and
- Develop and submit survey questions to assess participant satisfaction as part of the Quarterly Shelter Satisfaction survey.

### 4. Staffing Requirements

Proposers shall include a staffing structure that is well matched to program services and meets the Scope of Work and Service Requirements above.

### 5. Service and Outcome Objectives

The awarded Applicant shall achieve the following service and outcome objectives:

- Serve meals that attain a high satisfaction level from participants, per results of satisfaction surveys administered by the Alternative Shelter sites;
- Conduct a bi-annual focus group made up of eight to ten current shelter guests to test meals and provide feedback; and
- A minimum of 75 percent of the guests responding to the Quarterly Satisfaction Survey issued by the Alternate Shelter services providers will rate the overall quality of meals as Good or Excellent.

### 6. Reporting Requirements

The awarded Applicant shall:

- Input data into systems required by HSH;
- Provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives section above. Metrics will be entered monthly in CARBON by the 15<sup>th</sup> of the

<sup>8</sup> Additional information on Shelter Standards of Care legislation can be found:  
[https://codelibrary.amlegal.com/codes/san\\_francisco/latest/sf\\_admin/0-0-0-13200](https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200)

following month. Reports shall include number of breakfasts, lunch, and dinners delivered; number of fruits and vegetables delivered; and number of beverages, including juice and milk delivered;

- Provide a bi-annual report summarizing information gathered from the guest focus group, as described in the Service and Outcome Objectives sections. The awarded Applicant shall enter the bi-annual report in CARBON by the 15<sup>th</sup> of the following month;
- Provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the awarded applicant. The awarded Applicant will enter the annual metrics in CARBON by the 15<sup>th</sup> of the month following the end of the program year;
- Participate, as required by the Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of vendor's services. The awarded applicant agrees 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 the awarded applicant within thirty working days of receipt of any evaluation report and such response will become part of the official report; and
- Provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

### **C. Shelter Transportation**

#### **1. Served Population**

The successful Proposer will serve adults and families experiencing homelessness who are using or have reservations in the adult and family Emergency Shelter Systems and need transportation to and from Temporary Shelter Sites and/or Community Programs. In a limited service, priority shall be given based on age to older adults and families with children<sup>9</sup>; mobility impairment; and health concerns should there be more clients at any scheduled stop than there are seats.

#### **2. Scope of Work**

Shelter Transportation services provide safe, reliable transportation for homeless adults and families who are using the Emergency Shelter Systems and the possessions they are carrying, on a pre-scheduled route of pick-up and drop-off points. Transportation services shall maintain a schedule<sup>10</sup> of a minimum of ten hours per day, seven days a week, including holidays, with daily hours split into two periods with both early morning and late afternoon/ evening schedules. Services should be provided in a vehicle that can carry a minimum of twelve passengers and is wheelchair accessible.

The successful Proposer will work with HSH to identify designated pick-up and drop-off points and times to develop a regular transportation schedule. With final HSH approval, the schedule will be distributed at pick-up and drop-off points. Routes may have to change with short notice especially during inclement weather. The successful Proposer shall provide HSH with a primary contact for communicating and coordinating any staffing or vehicle issues including delays, route changes or updates, and addressing any circumstances that may impact service delivery. Applicants shall propose their dispatch and communication plan when routes need to change and/or if there are transportation staff coverage issues.

#### **3. Service Requirements**

The successful Proposer will:

- Provide at least two vehicles with licensed and trained drivers;

<sup>9</sup> Minors must be accompanied by a responsible adult family member.

<sup>10</sup> Transportation services and schedule shall be mutually agreed upon by HSH and the successful Proposer.

- Provide a shuttle vehicle that carries at least twelve passengers and is wheelchair accessible;
- Be responsible for the costs of fuel, vehicle maintenance, auto insurance, parking, and operational costs;
- Maintain a back-up vehicle for use when primary or back-up vehicle is out of service or requires maintenance that will impact the client services;
- Communicate with pick-up and drop-off points if there are unplanned or unexpected delays resulting in schedule delays of more than twenty minutes;
- Treat clients with dignity and respect;
- Maintain a written complaint procedure that will provide clients a means of making a complaint to someone other than the driver;
- Track the number of riders that use the shuttle for each segment of the daily schedule and utilize a sign-in sheet to keep record of riders;
- Maintain a list of any clients denied services due to safety concerns using a protocol approved by HSH;
- Track the start and end times of the morning and evening portions of the daily schedule;
- Establish a staffing protocol for transportation coverage (chain of back-up drivers, on-call list, etc.) to ensure continuity of services;
- Adhere to the HSH Critical Incident policy reporting requirements;
- Submit HSH Critical Incident Reports in accordance with the HSH Critical Incident Report policy;
- Maintain a list of staff trainings required by HSH (customer service, overdose prevention, and CPR/ First Aid);
- Ensure vehicle drivers have access to HSH’s language line to communicate with passengers as needed;
- Ensure that all printed materials are available in English, Spanish, and large print;
- Ensure vehicle is marked with “Shelter Shuttle” sign near the entry door;
- Facilitate an Annual User Satisfaction Survey<sup>11</sup> with a method of submission that allows for rider responses<sup>12</sup>;
  - At least 75% of those completing the Annual User Satisfaction Survey should indicate services as satisfactory or better; and
- Have the flexibility to respond to HSH requests for alternative routes and additional stops. The successful Proposer shall have the capacity to dispatch one-off rides on an as needed basis by request from HSH.

#### 4. Staffing Requirements

Proposers shall include a staffing structure that is well matched to program services and meets the Scope of Work and Services requirements above. Proposers shall include a minimum of 2.0 Full Time Equivalent (FTE) Shelter Transportation Drivers for this service.

#### 5. Service and Outcome Objectives

The successful Proposer shall achieve the following outcomes:

- Provide safe and reliable shuttle service according to the negotiated and HSH-approved schedule for a minimum of 10 hours per day, seven days a week throughout each year of the contract;
- Provide shuttle transportation to at least 36,500 clients (duplicated) annually;
- Administer and analyze an Annual User Satisfaction Survey with a method of submission that allows for rider responses without the driver being able to immediately review them;

<sup>11</sup> Annual user satisfaction survey must be HSH approved, conducted, and tallied prior to the end of the contract fiscal year.

<sup>12</sup> The successful Proposer shall administer surveys to achieve at least a 50% response rate.



- 75 percent of clients who complete the Annual Satisfaction Survey will rate the quality of services to be Good or Excellent; and
- 100 percent of staff will have completed the HSH required training within the first six months of employment.

6. Reporting Requirements

The awarded applicant will:

- Provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections above including total number of monthly rides using the CARBON database;
- Upload tracking sheets of rides per segment per day into CARBON monthly;
- Provide an annual report summarizing the contract activities including total number of rides provided and percentage of annual satisfaction survey respondents that rate the quality of service to be Good or Excellent; and
- Provide Ad Hoc reports as required by HSH.

**D. Shelter Client Advocates**

1. Served Population

The successful Proposer shall serve guests in City-funded Temporary Shelter programs. HSH serves adults ages 18 and older, Transition Age Youth (TAY), families, older adults, and/or veterans, who are experiencing homelessness; and/or who are marginally housed; and/or at imminent risk of homelessness. Shelter Client Advocate services are required when Temporary Shelter service programs issue a denial of services to a guest.

2. Scope of Work

Shelter Client Advocates provide peer advocacy services to adults and families experiencing homelessness in San Francisco’s Temporary Shelter System in accordance with the City’s Shelter Grievance Ordinance and Policy<sup>13</sup>. The Shelter Client Advocates monitor the application of Shelter rules and acts as informal conflict resolvers between Shelters and their clients and assist clients in appealing denials of services. Shelter Client Advocates advocate on behalf of clients and link clients, Shelter providers, and the Shelter Grievance Advisory Committee (SGAC). The SGAC is an independent oversight committee that oversees the grievance process and makes recommendations for improvements.

Shelter Client Advocates provide regular outreach including informational know-your-rights style presentations to inform guests of their rights under the Shelter Grievance Policy. As well as providing informal conflict resolution and mediation between the client and shelter provider. Including working in collaboration with shelter providers to resolve client complaints and/or requests for appeals. Complaints should be resolved in a manner that supports the rights, safety, and wellbeing of the client, shelter staff, and shelter operations. Peer Advocates should approach their work with a restorative justice lens encouraging collaboration and reintegration rather than coercion. The successful Proposer must maintain professional and respectful interactions and relationships with clients, shelter providers, and HSH.

The successful Proposer shall refer unresolved issues through established processes, beginning with outreach to temporary shelter provider management. If the issue remains unresolved, the Shelter

<sup>13</sup> Shelter Grievance Policy: <https://hsh.sfgov.org/wp-content/uploads/2021/10/Shelter-Grievance-Policy-Final-8-18-21-1.pdf>  
 Shelter Grievance Ordinance: <https://sfgov.legistar.com/View.ashx?M=F&ID=10862646&GUID=EC307CF2-5D45-4971-AA78-3E7CF6C1B19F>

Client Advocates (Peer Advocates) will refer the issue to the designated point person(s) at HSH. If the situation is still unresolved, Peer Advocates will refer the issue to the SGAC.

Peer Advocates shall represent clients at in-person shelter hearings and arbitrations. Peer Advocates will attend and support clients at shelter hearings and arbitrations as a guest, and at the request of the client. Peer Advocates will always maintain professional and respectful conduct with clients and shelter providers. Peer Advocates will respect hearing decisions made by shelter providers and follow proper protocols for appeals. The Peer Advocates will respect an Arbitrators decision during any Arbitration.

The successful Proposer will document and maintain records regarding guest complaints, status, and outcomes of each step of the established policies and procedure for each temporary shelter service type including shelter internal hearings, shelter arbitrations, and transitional housing internal and external grievance hearings.

### 3. Service Requirements

The successful Proposer will:

- Ensure that language interpreter services are available, as needed, for hearings, and coordinate interpreter services with HSH for arbitrations;
- Maintain positive and respectful interactions and relationships with clients and CBO providers who fall under the shelter grievance policy;
- Require all Shelter Client Advocate staff to participate in annual mandatory trainings including but not limited to diversity and inclusion, cultural competency, restorative justice, professionalism and ethics, de-escalation, Shelter Grievance Policy, and Americans with Disabilities Act (ADA);
- Adopt a Restorative Justice approach to Shelter Client Advocacy services. Rather than assuming an adversarial system, Proposer shall find collaborative solutions to problems by finding common ground among all parties, including clients, providers, and others with a focus on relationship-building, respect, responsibility, repair, and reintegration;
- Maintain confidential files on each guest, including documentation and notes that track planning, progress, and outcomes;
- Submit HSH Critical Incident Reports in accordance with the HSH Critical Incident Report policy;
- Maintain a staffing plan that meets program needs. Peer Advocate staffing shall be comprised of individuals who have lived experience with homelessness. Program Leadership shall include staff with a background in Clinical Social Work, Psychology, or a similar field;
- Provide means for the served population to provide input into the program. This includes a complaint process, including written compliant policy informing guests how to report complaints and request repairs/ services; a mechanism by which clients may provide written feedback of the effectiveness of services and systems within the program; administering quarterly satisfaction survey to clients provided advocacy services. Satisfaction survey should measure areas of customer service, communication, respectful interactions, professionalism, positive and negative interactions, and overall satisfaction of services; and administer quarterly satisfaction surveys to all Community Based Organizations (CBO) providers who fall under the shelter grievance policy.
- Maintain communication with HSH including regular communication about program implementation; comply with the City policies to minimize harm and risk including adherence to Shelter Standards of Care requirements, Shelter Guest Advocate Agreement, HSH Shelter Grievance Policy; attend quarterly HSH meetings; and attend trainings as requested.

### 4. Staffing Requirements

Proposers shall include a staffing structure that is well matched to program services and meets the Scope of Work and Services Requirements above. Proposers shall include at least 4.0 FTE Peer Advocate positions.

5. Service and Outcome Objectives

The successful Proposer shall achieve the following objectives:

- Regularly attend the SGAC meetings and present the advocates' monthly report;
- Attend a minimum of one outreach session per month at Temporary Shelter programs such as shelters and transitional housing to inform guests about grievance policies;
- Represent 100% of guests who request a shelter grievance hearing including Temporary Shelter internal hearings, shelter arbitrations, and transitional housing external grievance hearings;
  - Count each attended hearing, with those related to domestic violence allegations counting as two hearings, due to the nature of services required (e.g., separate meetings for each person in the domestic violence relationship). Hearings involving domestic violence allegations shall be noted as such in reports of activities.
- Administer a quarterly satisfaction survey for all CBO Shelter Providers who fall under the Shelter Grievance Policy and achieve at least a 70% response rate from the providers;
  - 75% satisfaction survey responses from Shelter Providers must indicate the awarded applicant's service as satisfactory or better;
- Administer a quarterly satisfaction survey to every client who is provided with Peer Advocacy services and achieve at least a 50% response rate of clients completing the survey;
  - 75% of satisfaction survey responses from clients must indicate the awarded applicant's service as satisfactory or better; and
- 100% of staff will have completed the required annual training.

6. Reporting Requirements

The awarded applicant will input data into systems required by HSH, such as Online Navigation and Entry (ONE) system, and CARBON.

- The awarded applicant shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. The awarded applicant shall enter the monthly metrics in the CARBON database by the 15<sup>th</sup> of the following month, including: the awarded applicant shall report on the number of hearings and arbitrations requested, and number of hearings and arbitrations attended as well as number of unmet requests;
- The awarded applicant shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. The awarded applicant will enter the quarterly metrics in CARBON by the 15<sup>th</sup> of the month following the end of the quarter;
- The awarded applicant shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the vendor. The awarded applicant will enter the annual metrics in CARBON by the 15<sup>th</sup> of the month following the end of the program year.
- The awarded applicant shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of vendor's services. The awarded applicant agrees 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 the awarded applicant within thirty working days of receipt of any evaluation report and such response will become part of the official report; and

- The awarded applicant shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

#### IV. PRE-APPLICATION INFORMATION

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##### A. Pre-Proposal Conference

Applicants are encouraged to attend an online pre-proposal conference on Tuesday August 15 from 2-3:30(PST) via Microsoft Teams at the following link: [RFP #141 Preproposal Conference](#)<sup>14</sup>.

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](mailto: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

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Proposers shall address any questions regarding this Solicitation to the Procurement Lead whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. Questions must be submitted by email to the Procurement Lead whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date. A written Questions and Answers will be executed addressing each question and answer and posted publicly. 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 the Proposer to check for any Addenda and other updates that will be posted on HSH’s Procurement Opportunities website.

#### VI. PROPOSAL QUESTIONS AND SUBMISSION REQUIREMENTS

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##### A. Proposal Format

Proposals must be created using a word processing software (e.g., Microsoft Word or Excel) and types in a serif font (e.g., Calibri or Times New Roman). The document must have page margins of at least .5” on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

##### B. 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 Appendix 1: Application Template with requested attachments in **one** PDF and Appendix 2: Budget Proposal as an excel to [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org). The Appendix 1: Application Template PDF and Appendix 2: Budget Proposal file names and Appen and email subject must include the RFP number (RFP #141) and the Applicant organization’s name as such: RFP 141 – Applicant Organization Name.

<sup>14</sup> To request a Teams calendar, invite with login information to the Pre-Proposal Conference, email [HSHProcurement@sfgov.org](mailto:HSHProcurement@sfgov.org)

Applications submitted by fax will not be accepted. Applicants must receive an email confirmation from the City to be considered submitted. Late submissions, supplemental documents, or revisions submitted after the Applications Deadline will not be accepted. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

**VII. PROPOSAL CONTENTS AND EVALUATION CRITERIA**

<b>A. Meals for Navigation Centers Proposal Contents and Evaluation Criteria</b>				
<b>Proposal Section</b>	<b>Submittal Format</b>	<b>Applicant must complete/ provide/ respond to the following</b>	<b>Evaluation Criteria</b>	<b>Points</b>
1. Summary	Appendix 1: Application Template	1.1 Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Collaboration Information, if any	HSH will review for pass/ fail: <ul style="list-style-type: none"> <li>• Did Proposer complete Appendix 1: Applicant Template?</li> </ul>	Pass/ Fail
2. Minimum Qualifications	Appendix 1: Application, Template, and Appendix	<p>2.1 Proposers must have a commercial kitchen operation and delivery system at the time of submitting their application;</p> <p>2.2 Proposers must demonstrate compliance with California Retail Food Code (CRFC)<sup>15</sup>, a uniform statewide health and sanitation standard for food facilities, found in Section 11370 et seq., California Health and Safety Code; and</p> <p>2.3 Proposer must demonstrate a Health Permit to Operate from DPH or other County Department of Health/ Public Health;</p> <p>2.4 Proposer must demonstrate compliance with San Francisco Food Safety Training requirements by demonstrating that at least one employee be a Certified Food Safety Manager and all employees involved in the preparation, storage, or service of</p>	<p>2.1 Does Proposer have a commercial kitchen operation and delivery system at the time of submitting their application?</p> <p>2.2 Does Proposer demonstrate compliance with CRFC through the provision of an annual DPH Environmental Health Inspection Report which shows compliance with CRFC?</p> <p>2.3 Does Proposer have an approved health permit from DPH or other County Health/ Public Health Department?</p> <p>2.4 Does proposer demonstrate compliance with San Francisco Food Safety Training requirements by providing proof of Food Safety Manager’s Food Safety Training Certificate and that all employees involved in the preparation, storage, or service of food in a facility have a Food Handler card?</p> <p>2.5 Does Proposer demonstrate at least one year of experience preparing and delivering at least 1,000 meals daily?</p>	Pass/ Fail

<sup>15</sup> <https://www.cdph.ca.gov/Programs/CEH/DFDCS/Pages/FDBHSCodes.aspx#>

		<p>food in a food facility must obtain a Food Handler card;</p> <p>2.5 Proposers must demonstrate at least one year of experience preparing and delivering at least 1,000 meals daily.</p>		
3. Relevant Experience	Appendix 1: Application Template	<p>3.1 Describe experience developing and delivering meals. Including years of experience, types of meals developed, number of meals developed and delivered, distribution services areas, communication, and delivery logistics coordination, etc.</p> <p>3.2 Describe experience implementing and maintaining health and safety protocols. Including complying with Federal, States and Local Ordinances and Regulations.</p>	<p>3.1 How well does Proposer describe experience developing and delivering meals?</p> <p>3.2 How well does Proposer describe experience implementing and maintaining health and safety protocols, including complying with Federal, State, and Local Ordinances and Regulations?</p>	20
4. Program Approach	Appendix 1: Application Template	<p>4.1 Meal preparation: Describe plan for preparing 3,326 meals daily, including how meals will be augmented by fresh fruit and vegetables, as well as beverages. Describe proposed process for sites to request special meals (vegetarian, diabetic/ low-glycemic, low sodium, mechanical soft entrées, etc.) and how special meal requests will be accommodated. Provide a sample menu of potential meals that can be provided.</p> <p>4.2 Meal distribution: Describe plan for distributing meals to Navigation Centers and other temporary shelters throughout San Francisco. Include proposed number of days between deliveries and accommodating for holiday schedules, and plan for working with Navigation Centers and Shelter service providers to determine appropriate number of meals to order.</p>	<p>4.1 How well does Proposer plan for preparing 3,326 meals daily? How well does Proposer describe how meals will be augmented by fresh fruits and vegetables? How well does Proposer’s describe the process for sites to request special meals (vegetarian, diabetic/ low-glycemic, low sodium, mechanical soft entrées, etc.) and how they will accommodate special meal requests align with the Description of Services? How appropriate is the Proposer’s sample menu of potential meals?</p> <p>4.2 How well does Proposer describe the plan for distributing meals to sites throughout San Francisco with the Description of Services? How appropriate and realistic is Proposer’s plan to work with Navigation Centers and</p>	40

			Shelter service providers to determine appropriate number of meals to order?	
5. Organizational Capacity and Staffing	Appendix 1: Application Template	<p>5.1 Describe organizational capacity to provide Meals for Navigation Centers. Include any relevant certifications, permits, policies and procedures, and/or best practices relating to food handling and delivering.</p> <p>5.2 Describe program staffing plan including staff titles and FTE, roles and responsibilities, and supervision structure. Include tasks necessary to provide program services and how they will be assigned to staff.</p>	<p>5.1 How well does Proposer demonstrate organizational capacity to provide services? Including relevant certifications, permits, policies and procedures, and/or best practices for food handling and delivering.</p> <p>5.2 How well-matched is Proposer’s staffing plan, including:</p> <ul style="list-style-type: none"> <li>• How appropriate is the proposed program staffing plan including staff positions, roles and responsibilities, and supervision structure?</li> <li>• How well does Proposer identify tasks necessary to provide program services?</li> </ul>	20
6. Budget	Appendix 2: Budget Proposal Template	6. All costs to the City shall be included in the payment entered in Appendix 2: Budget Proposal Template.	6. How reasonable, appropriate, and competitive are the Proposer’s project costs relative to this RFP and HSH’s needs?	20
<b>Total</b>				<b>100</b>



<b>B. Hot Meals for Alternative Shelter Sites Proposal Contents and Evaluation Criteria</b>				
<b>Proposal Section</b>	<b>Submittal Format</b>	<b>Applicant must complete/ provide/ respond to the following</b>	<b>Evaluation Criteria</b>	<b>Points</b>
1. Summary	Appendix 1: Application Template	1.2 Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Proposed Services, Collaboration Information, in any	HSH will review for pass/ fail: <ul style="list-style-type: none"> <li>Did Proposer complete Appendix 1: Applicant Template?</li> </ul>	Pass/ Fail
2. Minimum Qualifications	Appendix 1: Application, Template, and Appendix	<p>2.1 Applicants must have a commercial kitchen operation and delivery system at the time of submitting their application;</p> <p>2.2 Proposers must demonstrate compliance with California Retail Food Code (CRFC)<sup>16</sup>, a uniform statewide health and sanitation standard for food facilities, found in Section 11370 et seq., California Health and Safety Code; and</p> <p>2.3 Proposer must demonstrate a Health Permit to Operate from DPH or other County Department of Health/ Public Health;</p> <p>2.4 Proposer must demonstrate compliance with San Francisco Food Safety Training requirements by demonstrating that at least one employee be a Certified Food Safety Manager and all employees involved in the preparation, storage, or service of food in a food facility must obtain a Food Handler card;</p> <p>2.5 Applicants must demonstrate at least one year of experience preparing and delivering at least 100 meals daily.</p>	<p>HSH will review for completeness and compliance:</p> <p>2.1 Does Proposer have a commercial kitchen operation and delivery system at the time of submitting their application?</p> <p>2.2 Does Proposer demonstrate compliance with CRFC through the provision of an annual DPH Environmental Health Inspection Report which shows compliance with CRFC?</p> <p>2.3 Does Proposer have an approved health permit from DPH or other County Health/ Public Health Department?</p> <p>2.4 Does proposer demonstrate compliance with San Francisco Food Safety Training requirements by providing proof of Food Safety Manager’s Food Safety Training Certificate and that all employees involved in the preparation, storage, or service of food in a facility have a Food Handler card?</p> <p>2.5 Does Proposer demonstrate at least one year of experience preparing and delivering at least 100 meals daily?</p>	Pass/ Fail

<sup>16</sup> <https://www.cdph.ca.gov/Programs/CEH/DFDCS/Pages/FDBHSCodes.aspx#>

3. Relevant Experience	Appendix 1: Application Template	<p>3.1 Describe experience developing and delivering meals. Including years of experience, types of meals developed, number of meals developed and delivered, distribution services areas, communicating, and coordinating delivery logistics, etc.</p> <p>3.2 Describe experience implementing and maintaining health and safety protocols. Including complying with Federal, State, and Local Ordinances and Regulations.</p>	<p>3.1 How well did Proposer describe experience developing and delivering meals?</p> <p>3.2 How well did Proposer describe experience implementing and maintaining health and safety protocols, including complying with Federal, State, and Local Ordinances and Regulations?</p>	20
4. Program Approach	Appendix 1: Application Template	<p>4.1 Meal preparation: Describe plan for preparing 338 to 506 ready to eat meals daily, including how meals will be augmented by fresh fruit and vegetables, as well as beverages. Describe proposed process for sites to request special meals (vegetarian, diabetic/ low-glycemic, low sodium, mechanical soft entrées, etc.) and how special meal requests will be accommodated. Provide a sample menu of potential meals that can be provided.</p> <p>4.2 Meal distribution: Describe plan for distributing meals to Alternative Shelter Sites twice daily throughout San Francisco. Include plan for working with Alternative Shelter sites to determine appropriate number of meals to order.</p>	<p>4.1 How well does Proposer plan for preparing 338 to 506 ready to eat meals daily? How well does Proposer describe how meals will be augmented by fresh fruits and vegetables? How well does Proposer’s process for sites to request special meals (vegetarian, diabetic/ low-glycemic, low sodium, mechanical soft entrées, etc.) and how they will accommodate special meal requests align with the Description of Services? How well matched is the Proposer’s sample menu of potential meals?</p> <p>4.2 How well matched is Proposer’s proposed plan for distributing meals to Alternative Shelter sites twice daily? How appropriate and realistic is Proposer’s plan to work with Alternative Shelter sites to determine appropriate number of meals to order?</p>	40
5. Organizational Capacity and Staffing		<p>5.1 Describe organizational capacity to provide Meals for Alternative Shelter sites. Include any relevant certifications, permits, policies and procedures, and/or best practices relating to food handling and delivering. Describe organizational capacity to provide additional</p>	<p>5.1 How well does Proposer demonstrate organizational capacity to provide services? Including relevant certifications, permits, policies and procedures, and/or best practices for food handling and delivering. How well does Proposer demonstrate</p>	20

		<p>meals as Alternative Shelter Sites increase capacity and additional Alternative Shelter Sites are added.</p> <p>5.2 Describe program staffing plan including staff titles and FTE, roles and responsibilities, and supervision structure. Include tasks necessary to provide program services and how they will be assigned to staff.</p>	<p>capacity to provide additional meals as Alternative Shelter Sites increase capacity and additional sites are added?</p> <p>5.2 How well-matched is Proposer’s staffing plan, including:</p> <ul style="list-style-type: none"> <li>• How appropriate is the proposed program staffing plan including staff positions, roles and responsibilities, and supervision structure?</li> <li>• How well does Proposer identify tasks necessary to provide program services?</li> </ul>	
6. Budget	Appendix 2: Budget Proposal Template	6. All costs to the City shall be included in the payment entered in Appendix 2: Budget Proposal Template.	6. How reasonable, appropriate, and competitive are the Proposer’s project costs relative to this RFP and HSH’s needs?	20
<b>Total</b>				<b>100</b>

<b>C. Shelter Transportation Proposal Contents and Evaluation Criteria</b>				
<b>Proposal Section</b>	<b>Submittal Format</b>	<b>Applicant must complete/ provide/ respond to the following</b>	<b>Evaluation Criteria</b>	<b>Points</b>
1. Summary	Appendix 1: Application Template	Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Proposed Services, Collaboration Information, in any	HSH will review for pass/ fail: Did applicant complete Appendix 1: Applicant Template?	Pass/ Fail
2. Minimum Qualifications	Appendix 1: Application Template	2.1 At least one year of experience providing Transportation services to individuals utilizing social services. This may include people with disabilities, seniors, and persons experiencing homelessness.	HSH will review for completeness and compliance: 2.1 Did Proposer demonstrate at least one year of experience providing Transportation services to individuals utilizing social services?	Pass/ Fail
3. Relevant Experience	Appendix 1: Application Template	3.1 Describe experience providing Transportation services to individuals utilizing social services. Including populations served, length of time providing Transportation services, service areas/ routes, and schedules.	3.1 How well does Proposer demonstrate experience providing Transportations services to individuals utilizing social services?	15
4. Program Plan	Appendix 1: Application Template	4.1 Describe plan to provide safe and reliable transportation services to homeless families and adults as well as their possessions for a minimum of ten hours daily. Include description of vehicles to be used, passenger capacity, and accessibility. Describe preventative maintenance plan for vehicle/s and accessibility features to meet passenger's needs.	4.1 How well does Proposer plan to provide safe and reliable transportation services to homeless families and adults, as well as their possessions for a minimum of 10 hours daily? How well do proposed vehicles meet program needs of carrying at least 12 passengers and being wheelchair accessible? How appropriate is preventative maintenance plan for vehicle/s?	30
5. Organizational Capacity and Staffing	Appendix 1: Application Template	5.1 Describe program staffing plan including staff titles and FTE, language capacity, roles and responsibilities, and supervision structure. Include tasks necessary to provide program services and how they will be assigned to staff.  5.2 Describe organizational capacity to provide transportation services.	5.1 How well well-matched is Proposer's staffing plan, including: <ul style="list-style-type: none"> <li>• How appropriate is the proposed program staffing plan including staff positions, roles and responsibilities, and supervision structure?</li> <li>• How well does Proposer identify tasks necessary to provide program services?</li> </ul>	20

		5.3 Describe proposed plan for backup coverage to minimize unexpected delays of more than twenty minutes. Including location of vehicles and back-up vehicles, plan for coverage if staff are not available and/or vehicle/s is out of service, estimated time to provide backup vehicle and/or staff coverage. Include plan for communicating unexpected delays with pick-up and drop-off points.	<ul style="list-style-type: none"> <li>How well does Proposer meet Staffing Requirements of a minimum of 2.0 Full Time Equivalent (FTE) Shelter Transportation Drivers?</li> </ul> <p>5.2 How well does Proposer describe the organizational capacity to provide transportation services?</p> <p>5.3 How well does Proposer describe their plan for backup coverage to minimize unexpected delays (of over twenty minutes)? How accessible are back-up vehicles?</p>	
6. Experience and Plan to Track Data and Outcomes	Appendix 1: Application Template	6. Describe experience with data collection, tracking, and reporting including tracking daily number of riders, administering, and analyzing annual user satisfaction survey.	6. How appropriate is Proposer’s plan for data collection, tracking, and reporting?	15
7. Budget	Appendix 2: Budget Proposal Template	7. All costs to the City shall be included in the payment entered in Appendix 2: Budget Proposal Template.	7. How reasonable, appropriate, and competitive are the Proposer’s project costs relative to this RFP and HSH’s needs?	20
<b>Total</b>				<b>100</b>

**D. Shelter Client Advocates Proposal Contents and Evaluation Criteria**

<b>Proposal Section</b>	<b>Submittal Format</b>	<b>Applicant must complete/ provide/ respond to the following</b>	<b>Evaluation Criteria</b>	<b>Points</b>
1. Summary	Appendix 1: Application Template	Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Proposed Services, Collaboration Information, in any	HSH will review for pass/ fail: Did Proposer complete Appendix 1: Applicant Template?	Pass/ Fail
2. Minimum Qualifications	Appendix 1: Application Template	2.1 At least one year of experience providing services to individuals utilizing social services. This may include people with disabilities, seniors, and/or persons experiencing homelessness.	HSH will review for completeness and compliance: 2.1 Did Proposer demonstrate at least one year of experience providing transportation services to individuals utilizing social services?	Pass/ Fail
3. Relevant Experience	Appendix 1: Application Template	<p>3.1 Describe experience providing peer advocacy services to adults and families experiencing homelessness and/or similar populations. Including services provided and served populations.</p> <p>3.2 Describe experience providing outreach and conducting informative presentations, including services provided and served populations.</p> <p>3.3 Describe experience providing outreach to staff and/or clients; conflict resolution which may include formal or informal conflict resolution and/or mediation including services provided and served populations.</p> <p>3.4 Describe experience maintaining professional and respectful interactions and relationships with clients and providers or similar populations.</p>	<p>3.1 How well does Proposer demonstrate experience providing peer advocacy services to adults and families experiencing homelessness and/or similar populations?</p> <p>3.2 How well does Proposer describe experience conducting informative presentations?</p> <p>3.3 How well does Proposer describe experience providing outreach and conflict resolution (this may include formal or informal conflict resolution and/or mediation)? How well matched is this experience with served populations?</p> <p>3.4 How well does Proposer describe experience maintaining professional and respectful interactions and relationships with clients and providers or similar populations.</p>	15
4. Program Plan	Appendix 1: Application Template	4.1 Describe proposed plan to provide outreach to staff and clients including informational know-your-rights presentations.	4.1 How well does Proposer describe their plan to provide outreach to staff and clients	20

		<p>4.2 Describe proposed plan to provide conflict resolution and mediation services to clients and shelter providers. Including how complaints and/or grievances will be addressed to support the rights, safety, and wellbeing of clients and shelter staff.</p> <p>4.3 Describe plan to provide representation to clients at in-person shelter hearings and arbitrations.</p> <p>4.4 Describe how all program services will be provided utilizing Restorative Justice approaches and incorporating Peer Advocacy.</p>	<p>including informational know-your-rights presentations?</p> <p>4.2 How well matched is Proposer’s plan to provide conflict resolution and mediation services? How well does this plan support the rights, safety, and wellbeing of clients and shelter staff?</p> <p>4.3 How well matched is Proposer’s plan to provide representation to clients at in-person shelter hearings and arbitrations?</p> <p>4.4 How well does Proposer demonstrate an understanding of Restorative Justice? How well do proposed services utilize Restorative Justice approaches? How well does Proposer demonstrate an understanding of Peer Advocacy models? How well does Proposer incorporate Peer Advocacy in services?</p>	
5. Organizational Capacity and Staffing	Appendix 1: Application Template	<p>5.1 Describe organizational capacity to provide advocacy services using a peer advocacy model.</p> <p>5.2 Describe program staffing plan including staff titles, FTE, and licenses; language capacity; roles and responsibilities; and supervision structure. Include tasks necessary to provide program services and how they will be assigned to staff.</p> <p>5.3 Describe capacity to provide services in person as well as virtually as appropriate. Including location of in-person services.</p>	<p>5.1 How well does Proposer describe organizational capacity to provide peer advocacy services?</p> <p>5.2 How well-matched is Proposer’s staffing plan, including: How appropriate is the proposed program staffing plan including staff positions, roles and responsibilities, and supervision structure? Is the Peer Advocate staffing comprised of individuals with lived experience in homelessness? Does the program leadership include staff with a background in Clinical Social Work, Psychology, or a similar field?</p>	15

			<p>How well does Proposer identify tasks necessary to provide program services?</p> <p>5.3 How well does Proposer demonstrate capacity to provide services in person as well as virtually? How accessible is Proposer location?</p>	
6. Experience and Plan to Track Data and Outcomes	Appendix 1: Application Template	<p>6.1 Describe experience with data collection, tracking, and reporting including data tracking tools or systems.</p> <p>6.2 Plan for monitoring program outcomes and reporting requirements.</p>	<p>6.1 How well does Proposer describe their plan for data collection, tracking, and reporting?</p> <p>6.2 How well matched is Proposer’s plan for monitoring program outcomes and reporting requirements?</p>	15
7. Reference Check	Appendix 1: Application Template	7. Applicants shall provide at least two references from a former and/or current stakeholder or collaborating agency.	<p>7. How did references respond to the following:</p> <ul style="list-style-type: none"> <li>• Applicant’s professionalism and ability to collaborate with multiple and competing stakeholders;</li> <li>• Areas in which Applicant did well and areas in which Applicant could have improved;</li> <li>• Overall satisfaction with applicant;</li> <li>• Comfort with recommending Applicant to provide services;</li> <li>• Any other information that would be helpful in evaluating Applicant?</li> </ul>	10
8. Budget	Appendix 2: Budget Proposal Template	8. All costs to the City shall be included in the payment entered in Appendix 2: Budget Proposal Template.	8. How reasonable, appropriate, and competitive are the Proposer’s project costs relative to this RFP and HSH’s needs?	15
9. Oral Interview/ Presentation	Virtual	9. Up to the three (3) of the highest scoring Proposers may be invited for an oral interview/ presentation to provide additional clarification on their plan to provide Shelter Client Advocates. HSH may provide questions and/or prompts prior to Oral Presentation/ Interview.	9. How clear and well-defined were Proposers’ responses to the questions?	10
<b>Total</b>				<b>100</b>



## **IX. VENDOR SELECTION**

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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.

### **C. Oral Interviews**

As indicated, the Evaluation Panel may hold oral interviews with the Proposers that have met the Minimum Qualifications and have the highest scores. Prior to Oral Interviews, the City will send an email to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the panel interviews to Proposers’ key/ lead team members and to exclude, for example, subcontractors on multiple teams. The interview evaluation process may include (and be scored based on) a presentation by the Proposer and/or interview questions from the Evaluation Panel. Those questions may include and be related to Proposer’s and key/ lead team members qualifications, their work approach, project task descriptions, team organization, and any questions which seek to clarify Proposal components. Proposers may also be scored on follow-up questions if clarification of Proposers’ responses is necessary. The Evaluation Panel may ask follow-up questions if clarification of Proposer’s response is necessary. The Evaluation Panel will proceed to evaluate each Proposal based on each Proposer’s presentation and/or responses.

## VIII. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS

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### A. RFP Addenda

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on HSH's Procurement Opportunities webpage: <https://hsh.sfgov.org/get-involved/procurements/>

Every Addendum will be posted on HSH's Procurement Opportunities webpage and Proposers must monitor the webpage for new versions. The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

### B. Limitation on Communication During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Procurement Lead whose name appears in this Solicitation. Any attempt to communicate with any party other than the Procurement Lead 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 not related to this Solicitation.

### C. Proposal Selection Shall Not Imply Acceptance

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

### D. 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.

### E. 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.

### F. 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/>.

**G. 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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 vendor or reseller plays an active role in each of these activities, CRA may also be required for the prime vendor 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 the 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, the 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.

**L. 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 vendor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential vendor about a contract. The negotiation period ends when an agreement is awarded or not awarded to the awarded applicant. 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 vendor to propose that the vendor 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:

1. 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.
2. 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.
3. 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.

**M. Sunshine Ordinance**

In accordance with San Francisco Administrative Code Section 67.24(e), vendors' 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. The information provided which is covered by this paragraph will be made available to the public upon request.

If the City receives a Sunshine Ordinance/ Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

**N. 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.

**O. 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.

**P. 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.

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

**R. 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.

**S. 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.

**IX. CITY AGREEMENT REQUIREMENTS**

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**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 the agreement award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements referenced below.

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

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

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

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

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

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

**B. Contract Terms and Negotiations**

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

**C. Standard Agreement Provisions**

Depending on the awarding department, the 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: <https://hsh.sfgov.org/wp-content/uploads/2023/02/G-100-Grant-Template-1-22-HSH-1-22.pdf>

Please see HSH's standard P-600 contract agreement here: <https://hsh.sfgov.org/wp-content/uploads/2023/02/P-600-Professional-Services-Contract-1-22-HSH-1-22.pdf>

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

**E. Reserved (Companies Headquartered in Certain States)**

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

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

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

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q. Awarded Providers should consult the San Francisco Administrative Code to determine their

compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao).

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

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

**I. Conflicts of Interest**

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

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

**J. Insurance Requirements**

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

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

**K. Compliance with Municipal Codes**

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

**L. Compliance with Laws and Regulations**

The 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.

**M. 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.

**N. 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>.

**O. 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.

**X. PROTEST PROCEDURES**

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The City reserves the right to proceed with its vendor selection and/or negotiation process during any protest period. The City will cease its vendor selection process only if and when it receives a notification of a 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 listed below 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.

Contract Administrator:

Gigi Whitley, Deputy Director for Administration and Finance

[gigi.whitley@sfgov.org](mailto:gigi.whitley@sfgov.org)

## **XI. CITY SOCIAL POLICY REQUIREMENTS**

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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. Reserved (Administrative Code Chapter 12X)

3. Administrative Code Chapter 12B

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

Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

4. Reserved (Prevailing Wage Ordinance)

5. 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.

6. Minimum Compensation Ordinance

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

7. 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.

8. Reserved (Sweat free Procurement)

9. Other Social Policy Provisions

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

## **XII. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS**

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### **A. Local Business Enterprise Rating Bonus/Bid Discount**

Local Business Enterprise (LBE) Rating Bonuses shall only be applicable for Shelter Transport services. LBE Rating Bonuses for Shelter Transportation services shall be applicable at the evaluation and selection process, in accordance with the values shown below.

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>So long as it does not adversely affect a Small or Micro-LBE Proposer's participation or, for Professional Services, an JV Proposer's participation.</i>

**B. LBE Subcontracting Requirements**

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because the LBE Subcontracting Requirements were waived by the Contract Monitoring Division.