



City and County of San Francisco

**Department of Homelessness and Supportive Housing (HSH) Request for Qualifications (RFQ) for RFQ #HSH2024-144 (RFQ #144) Transitional Age Youth (TAY) Site at 42 Otis
Procurement Contact: Latasha Bellamy | HSHProcurements@sfgov.org**

Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals from qualified Proposers to provide Master Lease and Property Management Services and Supportive Services at a City-owned building at 42 Otis Street¹ for Transitional Age Youth.

Schedule²

RFQ Issued	Thursday January 25, 2024
Pre-Proposal Conference	Thursday February 1, 2024 1:00-2:00 PM Click here to join the meeting Meeting ID: 224 725 362 163 Passcode: fcBciA Download Teams Join on the web Or call in (audio only) +1 415-906-4659,470702024# United States, San Francisco Phone Conference ID: 470 702 024#
Deadline for Written Questions	Thursday February 8, 2024
Answers and Clarifications Published	Thursday February 15, 2024
Deadline to Submit Proposals	Tuesday February 27, 2024, by 2:00 pm
Oral Presentation/Interview	April 2, 2024
Intent to Award Notification	April 2024
Agreements Commence	October 1, 2024
Contact Email	hshprocurements@sfgov.org

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.

¹ Site address is 42 Otis Street, San Francisco 94103.

² Dates are subject to change. Check the HSH website for latest schedule at <http://hsh.sfgov.org/overview/procurements/>.

Appendices

- Appendix 1a: Property Management Written Proposal
- Appendix 1b: Supportive Services Written Proposal
- Appendix 2a: Property Management Budget Proposal
- Appendix 2b: Supportive Services Budget Proposal
- Appendix 3a: Property Management Minimum Qualifications
- Appendix 3b: Supportive Services Minimum Qualifications

Attachments

- Attachment 1a: Master Lease and Property Management Agreement Terms
- Attachment 1b: City's Proposed Grant Terms (Supportive Services Grant Template)
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: HCAO and MCO Declaration Forms
- Attachment 4: First Source Hiring Form
- Attachment 5: CMD Form 3

Contents

I.	INTRODUCTION	5
A.	<i>Intent</i>	5
B.	<i>Creation and Duration of the Prequalified Pool</i>	5
C.	<i>Anticipated Agreement Terms</i>	5
D.	<i>Anticipated Agreement Not-to-Exceed Amount</i>	6
E.	<i>Cooperative Agreement</i>	6
F.	<i>Terms and Acronyms used in this RFQ</i>	6
G.	<i>Funding Sources</i>	8
H.	<i>Delivering Services with Equity</i>	8
I.	<i>Delivering Services Using a Housing First Approach</i>	9
J.	<i>Harm Reduction and Overdose Prevention in the Homelessness Response System</i>	9
II.	BACKGROUND	10
III.	MINIMUM QUALIFICATIONS	10
IV.	SCOPE OF WORK	11
V.	PRE-APPLICATION INFORMATION	22
A.	<i>Pre-Proposal Conference</i>	22
B.	<i>Procurement Questions Deadline</i>	22
VI.	PROCUREMENT ANSWERS AND CLARIFICATIONS	23
VII.	PROPOSAL QUESTIONS AND SUBMISSION REQUIREMENTS	23
A.	<i>Proposal Format</i>	23
B.	<i>Time and Place for Submission of Proposals</i>	23
VIII.	PROPOSAL CONTENTS AND EVALUATION CRITERIA	24
IX.	VENDOR SELECTION	32
C.	<i>Additional Information</i>	32
D.	<i>Minimum Qualifications</i>	32
X.	TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS	33
A.	<i>RFQ Addenda</i>	33
B.	<i>Proposal Selection Shall Not Imply Acceptance</i>	33
C.	<i>Errors and Omissions in RFQ</i>	33
D.	<i>Objections to RFQ Terms</i>	33
E.	<i>Change Notices</i>	33
F.	<i>Term of Application</i>	34
G.	<i>Revision of Application</i>	34
H.	<i>Errors and Omissions in Application</i>	34
I.	<i>Financial Responsibility</i>	34
J.	<i>Cybersecurity Risk Assessment</i>	34
K.	<i>Applicant’s Obligations under the Campaign Reform Ordinance</i>	35
L.	<i>Sunshine Ordinance</i>	35
M.	<i>Public Access to Meetings and Records</i>	36
N.	<i>Reservations of Rights by the City</i>	36
O.	<i>No Waiver</i>	36
P.	<i>Reserved. (Local Business Enterprise (LBE) Goals and Outreach)</i>	37
Q.	<i>Compliance with Previous Grant and Contract Requirements</i>	37
R.	<i>Other Terms and Conditions</i>	37
X.	CITY AGREEMENT REQUIREMENTS	37
A.	<i>How to Become Eligible to Do Business with the City</i>	37
B.	<i>Contract Terms and Negotiations</i>	38
C.	<i>Standard Agreement Provisions</i>	38
D.	<i>Nondiscrimination in Contracts and Benefits</i>	38
E.	<i>Reserved (Companies Headquartered in Certain States)</i>	38
F.	<i>Minimum Compensation Ordinance (MCO)</i>	38
G.	<i>Health Care Accountability Ordinance (HCAO)</i>	38
H.	<i>First Source Hiring Program (FSHP)</i>	39
I.	<i>Conflicts of Interest</i>	39

J.	<i>Insurance Requirements</i>	39
K.	<i>Compliance with Municipal Codes</i>	40
L.	<i>Compliance with Laws and Regulations</i>	40
M.	<i>City's Approval Rights over Subcontractors and Subcontractor Payments</i>	40
N.	<i>FEMA Emergency & Exigency Grant/Contract Requirements</i>	40
O.	<i>Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts</i>	41
XI.	PROTEST PROCEDURES	41
A.	<i>Protest Procedures</i>	41
XII.	CITY SOCIAL POLICY REQUIREMENTS	42
A.	<i>Proposers Unable to do Business with the City</i>	42
XIII.	LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS	43

I. INTRODUCTION

A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) is seeking qualified suppliers (“Proposers/Applicants”) to submit proposals (Proposals/Applications) to operate and deliver services in a Permanent Supportive Housing (PSH) building located on 42 Otis Street with 24 studio units. HSH is seeking providers to provide Master Lease and Property Management Services and Supportive Services to ensure tenants remain stably housed. Services will prioritize serving chronically homeless Transitional Aged Youth (TAY), ages 18 to 24 years old.

HSH shall evaluate Proposals to create a Prequalified Pool of Proposers (Prequalified Pool). Proposers qualified under this Request for Qualifications (RFQ) are not guaranteed an agreement. HSH may use the Prequalified Pool at its sole and absolute discretion to select Master Lease and Property Management and/or Supportive Services providers for future TAY-specific PSH sites, on an as-needed basis. Providers interested in providing Master Lease and Property Management services and/or Supportive Services at TAY-specific PSH sites are encouraged to apply to be part of the Prequalified Pool of Proposers.

Proposers may propose to subcontract any portion of the work included in each service, however HSH will only enter into a Master Lease agreement with the prime for Master Lease and Property Management services and a grant agreement with the prime proposer for Supportive Services. Subcontracting agreements are subject to HSH’s review and approval.

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 RFQ, and in compliance with the funding requirements.

B. Creation and Duration of the Prequalified Pool

Proposers meeting the Minimum Qualifications and scoring a minimum of 75 percent of the total available points for each Service Area shall be added to the Prequalified Pool and eligible for potential agreement negotiations (“Resulting Agreement”) with the City, on an as-needed basis. A Prequalified Pool list is valid for 2 years, but may be extended for up to 2 additional years if re-opened by City in accordance with Section 21.4 of the San Francisco Administrative Code. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of parties with expertise related to goods and/or services being procured through this RFQ. The Evaluation Panel may include staff from various City Departments, subject matter experts, and/or community experts. Proposals will be evaluated based on the criteria outlined herein. Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

HSH intends to award at a minimum one contract³ for Master Lease and Property Management services and one grant for Supportive Services through this RFQ to the Proposers that meet the Minimum Qualifications of this Solicitation and obtain the highest-ranking scores. Property Management and Support Services will be evaluated separately by the Evaluation Panel.

C. Anticipated Agreement Terms

The resulting agreements awarded to the Prequalified Pool shall be non-exclusive. The Property Management and Master Lease agreement awarded pursuant to this Solicitation and negotiated with the selected Proposer will have an initial term of five years, with six (6) five-year options to extend for a total term of 35 years.

³ The agreement for Property Management services will be a Master Lease agreement.

The Supportive Services agreement awarded pursuant to this Solicitation will have an initial 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.

D. 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 and availability of funding. These amounts are based on the City’s estimated expenditure over the advertised agreement terms. Should City’s actual expenditure exceed its estimated expenditure, 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 2024-25 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 agreements beyond the initial term, the City may also consider changes in the annual amounts.

The estimated budget is approximately \$2,750 per unit/ per month for Master Lease and Property Management services and \$1,100 per unit/ per month for Supportive Services The budget is estimated based on additional service needs for the population and the City’s requirements for Master Lease and Property Management responsibilities and characteristics of the site.

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 RFQ 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 RFQ.

E. Cooperative Agreement

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

F. Terms and Acronyms used in this RFQ

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, products (P-600 or P-500), and/or Master Lease agreements benefitting the City or its Departments.
Applicant/Proposer	Any entity submitting an application in response to this RFQ.
Application/Proposal	A response to this procurement detailing how an Applicant will meet the requirements of this RFQ.
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 Authority or Contract Not-to-Exceed (NTE) Amount	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

Term	Definition
	of all Budgets), plus a contingency amount (determined in advance by HSH Contracts).
Contractor	Selected proposer who is awarded a contract.
Coordinated Entry	Coordinated Entry (CE) provides a streamlined process and standardized prioritization method to match clients to the right resource, including housing, to end their crisis. CE is the front door of the City's Homelessness Response System.
Fiscal Year	Refers to the City's fiscal year, which begins on July 1 and ends on June 30 of the following year.
FTE	Full Time Equivalent. FTEs are based on a 40-hour work week or 2080 hours annually.
Grantee	Selected proposer who is awarded a grant agreement.
Grants	A written agreement between HSH and an external provider. Grants use different agreement boilerplate documents (G-100) than that of a contract, and are also subject to different rules, regulations, and approval processes.
Healthy Streets Operation Center (HSOC)	HSOC is a cross-departmental initiative to coordinate the City and County of San Francisco's response to homeless encampments and behaviors that impact the quality of life in public spaces.
Homekey	A statewide grant program to sustain and rapidly expand housing for persons experiencing homelessness or at risk of homelessness.
Housing First	Prioritizes the provision of housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can stabilize their lives and pursue their personal goals. Housing First is guided by the belief that people must secure basic necessities such as food and a place to live before they can attend to other challenges such as employment or substance use issues. Additionally, Housing First is based on the theory that participant choice is valuable in housing selection and supportive services participation.
Housing Quality Standards (HQS)	Housing Quality Standards (HQS) assist HUD and local Public Housing authorities provide decent, safe, and sanitary housing at an affordable cost by defining "standard housing" and establishing the minimum criteria for the health and safety of program participants.
Housing Urban Development (HUD) Continuum of Care (CoC)	Program designed to promote communitywide commitment to the goal of ending homelessness by providing funding for efforts by nonprofit providers and State and local governments and promoting access to and effect utilization of mainstream programs by homeless individuals and families.
HRS	Homelessness Response System which includes all the programs and services HSH and providers/ 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.
LGBTQIA+	Umbrella term used to refer to Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual. The additional "+" represents other identities not encompassed in the acronym.

Term	Definition
Master Lease	Master Lease includes the transferring of property interest in the property to allow the selected provider to enter into sub leases with residents and perform all property management functions for the property.
ONE System	Online Entry and Navigation System is HSH's main database for client information and referrals.
Our City Our Home (OCOH) Fund	Refers to the Fund supported by revenue from San Francisco Homelessness Gross Receipts Tax passed by voters in 2018 for mental health services and homelessness services.
Permanent Supportive Housing (PSH)	Subsidized rental housing without time limits and with intensive on-site Supportive Services to help tenants maintain housing and meet their personal goals. Permanent Supportive Housing is designed to house individuals with the greatest housing barriers and highest service needs.
Property Management	The management of the residential facility, including oversight of the property's maintenance, janitorial and repair services; supervision of Property Management, janitorial, and maintenance staff; coordination of potential Tenant intake; handling the signing of lease agreements and other tasks related to the placement process; handling complaints; emergencies and lease violations; rent collection and tenancy records; evictions; and room preparations between Tenants and move-outs. Property Management is required to coordinate and collaborate with Support Services staff.
RFQ	Request for Qualifications
Supportive Services	Intake and assessment, case management, benefits counseling and advocacy, referrals and counseling services including the development of an individualized participant services plan that assists participants in obtaining transitional and/or permanent housing, employment, health care, substance abuse and mental health treatment and educational services.
Tenant	An individual or family that resides in permanent housing with a lease agreement.
TAY	Transitional Aged Youth. Ages 18 to 24. These individuals often have specialized needs, different from those of families or adults that must be considered when designing programs and services.

G. Funding Sources

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

H. 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.

Equity 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 Homelessness Response System (HRS) is structured to benefit, and not further marginalize and harm, the Black, Indigenous, and people of color (BIPOC), Transgender, TGNCI+, lesbian, gay, bisexual, and queer (LGBQ+), 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, which have led to vastly disproportionate levels of homelessness for communities of color, LGBQ+, 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 and gender 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.

I. Delivering Services Using a Housing First Approach

The awarded applicants 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 for recovery, rather than a reward, and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and as 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."

J. Harm Reduction and 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 in services. For many years, housing was treated as a reward 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 Policy⁴.

II. BACKGROUND

The most recent point in time count of individuals experiencing homelessness, counted a total of 7,754 homeless individuals in San Francisco. Among those, 1,073 were homeless youth. The majority, 92 percent, of youth experiencing homelessness were transitional aged youth between 18-and 24-years-old. Homeless youth were frequently unsheltered with over three-quarters (83%) as TAY. In addition, the 2022 Point in Time count indicated that 45 percent of youth have been experiencing homelessness for more than one year and over 30 percent experiencing behavioral health and/or substance abuse issues.

Site-based permanent housing, partnered with the appropriate services tailored to the target population continues to be a proven intervention in ending homelessness and creating a stable supportive living environment. HSH intends for the site to offer robust services that can support multiple needs of tenants and center the feedback of youth and providers. With the support of various funding sources that may include Our City Our Home (OCOH), state Homekey, and federal Housing and Urban Development (HUD) Continuum of Care (CoC) funding, HSH has committed to the expansion of permanent supportive housing for youth experiencing homelessness. This TAY site will add to the inventory serving this population, contributing to the City’s goal to end homelessness and support HSH’s Strategic Plan “Home by the Bay”⁵ to increase permanent housing by 3,250 units by 2028, particularly for communities that are marginalized or over-represented among people experiencing homelessness.

III. MINIMUM QUALIFICATIONS

Proposers must submit with their proposal documents in support of each Minimum Qualification listed below. A proposal that fails to provide the following documentation will not be eligible for further consideration in the evaluation process.

A. Master Lease and Property Management

1. Proposer must demonstrate the following Property Management experience:
 - a. Operation of a project similar in scope and size;
 - b. At least three years of experience delivering similar services; and

⁴ <https://hsh.sfgov.org/wp-content/uploads/2023/01/HSH-Overdose-Prevention-Policy-2022-Update.pdf>

⁵ HSH Strategic Plan – Home By the Bay: https://hsh.sfgov.org/wp-content/uploads/2023/02/Home-by-the-Bay-Single_Page-Layout.pdf

2. Proposer must demonstrate operation of two affordable rental housing projects, at the minimum, in the last ten years. One of those projects should include at least one unit housing a tenant who qualifies as a member of the served population.

B. Supportive Services

1. Proposer must demonstrate at least three years of experience providing supportive services to TAY individuals.

IV. SCOPE OF WORK

The description below outlines key program elements and services the selected Contractor and Grantee 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 agreements with the primary/ lead Proposer for Property Management and Master Lease services (Contractor) and the primary/ lead Proposer for Support Services (Grantee), who is ultimately responsible for ensuring all the deliverables are met directly by its staff or through its subcontractor(s).

A. Property

The property is a five-story multi-family concrete building with 24 studio apartments, located in the McCoppin Hub neighborhood between the Mission and Civic Center neighborhoods.

1. Specifications

The site is a multifamily apartment building, built in 2021. The five-story building has a vacant ground floor commercial space, second story office spaces, and 24 residential units on floors two through five. The Master Lessee will complete tenant improvements to convert the ground floor commercial space into resident-serving space. This will include a lobby/reception area, community room, and other resident-serving space. The property has onsite bike storage, shared courtyard, four office spaces, and a rooftop deck. The 24 units are all studios with private bathrooms and kitchenettes.

2. Renovation and Improvement Needs

Given that the building is newly constructed, no significant improvements to the property are anticipated in order to begin operations as TAY PSH and immediate lease up. The awarded Master Lease and Property Management Contractor shall work with HSH to develop a scope of work, budget, and timeline for any immediate tenant improvements such as designing the front desk entry, setting up property management and services offices, and adding security cameras, as needed. Funding for these start-up costs shall be included in the Start-Up Appendix 2a Master Lease and Property Management Budget Proposal tabs, and shall be completed within the first 30-90 days following the effective date of the master lease.

The awarded Master Lease and Property Management Contractor will work with HSH to develop a scope of work, budget, and timeline for tenant improvements to convert the ground floor retail space into services and programming space that will be required to serve the needs of the tenant population. Scope includes converting the use to 100 percent residential use and the expected timeline is estimated to be about 18-24 months after the Master Lease contract effective date. The awarded Master Lease and Property Management Contractor shall provide Project Management for all approved improvements through subcontracts, consultants, and/or Full Time Equivalent (FTE) staff. Funding for such improvements may be made under a separate grant agreement to the provider serving as the City's master lessee for the site.

B. Served Population

The served population includes chronically homeless TAY, aged 18-24. The target population for housing and services is TAY experiencing chronic homelessness in San Francisco.

C. Referral and Prioritization

All new tenants will be referred by HSH via the Coordinated Entry (CE) System, which organizes the City's Homeless Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method.

Eligibility criteria for PSH varies upon the subsidy funding source and may include meeting a definition of homelessness at the time of referral and placement, enrollment in specific benefits programs, income criteria, and/or the ability to live independently within the structure of the housing program. Tenants who meet eligibility criteria for PSH are prioritized based on various criteria, such as levels of vulnerability, length and history of homelessness, and severity of housing barriers.

D. Scope of Services

Services shall be provided with a nonjudgmental approach to equity based on acceptance and respect, using a tenant-centered approach to support tenants in retaining housing, empower tenants to improve well-being and retain their housing, or move to other appropriate housing. Services shall promote community-building and resident participation, and maintain a safe, supportive, and stable environment that fosters independence. The Master Lease and Property Management and Supportive Services provider/s shall serve tenants with consideration for cultural sensitivities, intersectional identities, and different lived experiences.

1. Master Lease and Property Management Services

Master Lease and Property Management Services includes leasing and managing a mixed-use building with one ground floor commercial space and 24 residential units. Services shall include, but are not limited to, the following and should be administered and implemented through a lens of inclusivity, cultural humility, and competence in serving the defined target population:

- a. **Tenant Application Selection and Intake:** The awarded Contractor shall align with Housing First principles and follow the processes agreed upon in partnership with HSH, fair housing laws, and/or other entities involved with referrals. Under Housing First, tenant screening and selection practices must promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services. Applicants must not be rejected on the basis of 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." The awarded Contractor shall adhere to all published HSH policies, including, but not limited to, covering tenant intake, HSH housing documentation, reasonable accommodation, and transfers when accepting referrals and placing tenants into housing.
- b. **Tenant Lease Set-Up:** Draft, provide, and sign a rental agreement with each tenant at the time of move-in. Contractor shall verify that the lease contains all provisions required by HUD and will not contain any provisions prohibited by HUD. For more information, see <https://www.hudexchange.info/resource/2894/coc-program-leasing-rental-assistance-examples-of-lease-agreements/>. The initial lease for each tenant occupying a unit must be for a term of not less than one year and must be administered in accordance with the policies and procedures set forth in 24 CFR § 578.51, and must be automatically renewable upon expiration for a minimum term of one month, except on prior notice by either party. The lease agreement shall include Community Rules, the Lease Addendum for City & County of San Francisco PSH, HSH Resident Emergency Safety Check Policy Notice, and other pertinent Lease Addenda. The awarded Contractor shall review its grievance policies and procedures and HSH policies and procedures with

tenants at the time of lease signing, and shall ensure tenants are provided a copy of the CoC PSH Subsidy Termination Policy at lease-signing.

- c. Annual Tenant Re-Certification: Re-certify tenant income annually. For units receiving CoC rental assistance, assist tenants in submitting income recertification paperwork to HSH, by uploading documents to the ONE System.
- d. Collection of Rents, Security Deposits, and Other Receipts: Collect and process rent, process move outs including security deposit refunds timely, and other housing-related payments made by tenants. Communicate and coordinate with local, state, and federal agencies, as needed, to process rental subsidies. Assist with payment arrangements and comply with HSH and other applicable requirements governing the tenant portion of rent. All PSH tenants will pay no more than 30 percent of their monthly adjusted household income towards rent.
- e. Rental assistance for Continuum of Care (CoC) units shall be based on the rent calculation formula set forth in 24 CFR § 578.77(b).⁶ The amount of rental assistance shall be the maximum amount that the tenant must pay for rent of the unit, including all services, maintenance, and utilities to be provided by the property owner, or their designee. The tenant portion of the rent can equal no more than the highest of:
 - i. 30 percent of the tenant's monthly adjusted income.⁷ Adjustment factors include number of people in household, age of household members, anticipated income, expenses, allowances and household-paid utilities; or
 - ii. 10 percent of the tenant's gross monthly income; or
 - iii. The portion of the tenant's benefits assistance designated for payment of rent.

The tenant portion of the rent is subject to change during the term of the grant.⁸ Any changes in this amount will be effective on the date stated in a notification by HSH to the tenant and the Contractor, or their designee.

- f. Lease Enforcement, Written Notices, and Eviction Prevention: The awarded Contractor shall:
 - i. Take a housing retention approach to lease enforcement, including, but not limited to, proactive engagement in collaboration with the Supportive Services provider, conversations and meetings with tenants, and mediation strategies, utilize the HSH Nonpayment of Rent Guidance, and other PSH best practices, as an ongoing resource;
 - ii. Provide written notice to tenants regarding issues that may impact housing stability including, but not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other tenants;
 - iii. Offer tenants who become delinquent in rent the opportunity to enter into a rent payment plan or referral to third party rent payment services;
 - iv. Provide notice to tenants of any actions related to the eviction process in accordance with all applicable laws; and
 - v. Copy Support Services staff on all communications to tenants.
- g. Housing Quality Standards (HQS) inspections: Coordinate the scheduling of initial HQS inspections with HSH for vacant CoC rental assistance units and ensure a vacant unit has passed HQS inspections within the last 90 days before moving a client into the unit or moving a current CoC tenant into the unit.

⁶ HSH will determine the portion of the rent payable by each tenant. HSH assumes no obligation for payment of the tenant portion of rent or for payment of any claim by the property owner, or their designee, against the tenant.

⁷ Calculated in accordance with 24 CFR 5.609 and 24 CFR 5.611(a)

⁸ HSH will review calculation of the tenant portion initially, annually, and on an interim basis if program tenant income changes (24 CFR § 578.77(c)(2)).

- h. Building Service Payments: Set up and manage utility accounts and services related to the property, including, but not limited to, communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
- i. Building Maintenance: Maintain the facility in sanitary and in good repair post protocol and forms for tenant requests for maintenance or repairs and respond to requests in a timely manner. Building maintenance shall include the following services:
 - i. Janitorial services in communal areas, office, and shared-use restrooms, and shower facilities;
 - ii. Regular removal of garbage/ trash areas and maintenance of these areas as clean and functional;
 - iii. Pest control services, as needed;
 - iv. Maintenance and repair of facility systems, plumbing, electrical;
 - v. Building security;
 - vi. Maintain external adjacent areas of building clean and free of debris and graffiti;
 - vii. Preparation of apartments for tenant move-in and move-out; and
 - viii. Development of a preventative maintenance schedule for review and approval by HSH and monitor adherence to the approved schedule.
- j. Coordination with Supportive Services Personnel: Participate in regular coordination meetings with Supportive Services provider to review tenants at risk for eviction and strategize on how to support tenants in maintaining their housing. Including coordinating with Supportive Services personnel to find creative ways to engage with tenants facing housing instability through communicating with and meeting with tenant regarding behaviors and issues that put the tenant at risk for housing instability.
- k. Wellness Checks and Emergency Safety Checks: Conduct Wellness Checks and/or Emergency Safety Checks in accordance with HSH policy, internal agency policies and tenant laws to assess a tenant's safety when there is a reason to believe the tenant is at immediate and substantial risk due to a medical and/or psychiatric emergency.
- l. Front desk coverage: The front desk shall be staffed 24 hours per day, seven days per week and including holidays.
- m. Harm reduction and overdose prevention: Integrate harm reduction principles into service delivery and agency structure as well as follow the HSH Overdoes Prevention Policy. Staff that work directly with tenants must complete annual trainings on harm reduction and overdose recognition and response.
- n. Exit Planning: The awarded Contractor shall alert Supportive Services staff when tenants give notice to leave housing and shall keep a record of each tenant's forwarding address, whenever possible. Provide exit information to Supportive Services staff to complete the client program exit data fields in the Online Entry and Navigation (ONE) System.
- o. Good Neighbor policy: Maintain a good relationship with the neighborhood. This includes:
 - i. Collaborating with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
 - ii. Have a public phone line (and/or email) available for the community to report concerns;
 - iii. Management staff are available to respond to neighbors within two business days;
 - iv. Have a representative attend all appropriate neighborhood meetings;
 - v. Participate in community/neighborhood events in partnership with the local community benefit district as appropriate;
 - vi. Leadership or designated staff attendance in regular meetings (monthly or as needed) with HSH staff and the community working group.
 - vii. Staff training in de-escalation and crisis response, including protocols for contacting law enforcement, San Francisco Homeless Outreach Team (SFHOT), Healthy Streets Operation Center (HSOC), Department of Public Works (DPW), and/or crisis response teams as needed.

- viii. The successful Contractor shall also offer a “good neighbor” onboarding for tenants as they move in that outlines community resources, community norms, and expectations.
- p. Asset Management: Safeguard the physical and financial health of the property and provide asset management and compliance reporting services, which include, but not limited to, the following:
 - i. Monitoring and reporting to HSH on property financial performance, recommending related actions, as appropriate;
 - ii. Monitoring and reporting to HSH on compliance requirements related to the funding and other regulatory requirements, recommending related actions, as appropriate; and
 - iii. Providing a capital needs assessment plan for review and approval by HSH within the first six months of the contract, and manage approved capital improvement plan for the property.
- q. Develop Tenant Improvement Plan: Scope tenant improvement with a TAY equitable approach including lead coordination of design development and physical improvements for tenant common areas, program space, staff offices, and other identified areas. Plan and project management of tenant improvements and all other capital expenditures.
- r. Stewardship of Master Lease: It is HSH’s intent to enter into a long-term lease with the awarded contractor to maintain long term lease of the site including managing all aspects of the site and asset on the City’s behalf including pay property taxes or obtain property tax waiver, cover costs of insurance, manage all aspects of the building and its asset. Coordinate and conduct regular asset management meetings with HSH to address ongoing capital needs, changes to the approved sublease, and other issues as per the Master Lease.
- s. Leasing and Management of Commercial Space: Provide leasing and commercial management of three ground floor commercial spaces, including management of existing commercial leases, and marketing and leasing vacant commercial spaces. Commercial spaces should be used as neighborhood serving resources and/or address resource gaps identified through a community outreach process. Selected provider may choose to contract out any or all of the commercial management services; all subcontractors must be approved by HSH.

2. Supportive Services

Supportive Services shall include, but are not limited to, the following and should be administered and implemented through a tenant-centered approach in serving the target population. Supportive Services shall use a variety of engagement strategies including harm reduction and cultural humility, while utilizing an equity lens to build trust.

- a. Outreach: Engage with tenants to provide information about available Supportive Services and invite them to participate. Contact each tenant at least three times during the first 60 days following placement, and document all outreach and attempts.
- b. Intake and assessment: Coordinate with Master Lease and Property Management Contractor during the initial intake for units and participate in orientation meetings with Master Lease and Property Management staff. Establish rapport with tenants prior to move-in to support tenants during the application and move-in process; and coordinate with tenant’s case manager, if applicable, to ensure a successful transition into housing. Intake of tenants shall include, but is not limited to, a review of the tenant’s history in ONE System, gathering updated information from the tenant, and establishing strengths, skills, needs, plans, and goals that are participant-centered and supportive of housing retention. Conduct intake concurrently with the interview with Master Lease and Property Management staff, or on a separate date or time coordinated with Supportive Services during the application period. Intake should occur within 30 days of move-in. During the intake process, assess tenant employment and education skills and goals and incorporate those into tenant’s case management plan.
- c. Case management: Provide case management services to tenants with the primary goal of maintaining housing stability, including ongoing meetings, and counseling to establish goals, develop services plans that are tenant-driven without predetermined goals, provide referrals and

linkages to off-site support services, and track progress toward achieving those goals. Document case management meetings, engagement, and progress.

Case management services include:

- i. Connecting each tenant with resources needed to maintain food security for independent living;
 - ii. Refer tenants to and coordinate services within the community that support progress toward identified goals. This may include providing information about services, calling to make appointments, assisting with applications, providing appointment reminders, following up and/or checking in with households regarding the process, and re-refer as appropriate. Communicate and coordinate with outside services providers to support housing stability;
 - iii. Provide benefits advocacy to assist tenants with obtaining and maintaining benefits, including, but not limited to, cash aid, food programs, medical clinics, and/or in-home support;
 - iv. Encouraging and connecting tenants with educational and employment services to increase education and skill levels;
 - v. Through counseling, case management, and workshops, provide financial literacy education (e.g., paying rent, accessing public benefits, budgeting, financial planning, saving, and credit repair); and
 - vi. Provide transportation resources to ensure it is not a barrier to a tenant's ability to become self-sufficient. Transportation resources may include transportation vouchers, referrals, and/or transporting tenants as needed.
- d. Housing stability support: Outreach to and offer on-site services and/or referrals to all tenants who display indications of housing instability, within a reasonable timeframe. Such indications include, but are not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other tenants. In conjunction with Property Management, work with tenants to resolve issues that put tenants at risk for eviction. Assist with the de-escalation and resolution of conflicts, as needed. Document Housing Stability outreach and assistance provided.
- e. Wellness and Emergency Safety Checks: Conduct Wellness and/or Emergency Safety Checks in accordance with HSH policy to assess a tenant's safety when there is a reason to believe there is immediate and substantial risk due to a medical and/or psychiatric emergency.
- f. Support groups, social events, and community building: Plan groups, events, and activities with input from tenants to build community engagement, develop peer support, share information, form social connections or to celebrate significant events. Post and provide tenants with a monthly calendar of events. Conduct monthly community meetings for tenants, in coordination with the Master Lease and Property Management Contractor, during which tenants may discuss building concerns and program ideas with representatives from both Supportive Services and Master Lease and Property Management staff. Periodically assess the needs of tenants with Master Lease and Property Management staff and other teams at the building to develop programming that will help tenants maintain stability and enjoy their housing.
- g. Good Neighbor Policy: Maintain a good relationship with the neighborhood. This includes:
- i. Collaborating with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
 - ii. Have a public phone line (and/or email) available for the community to report concerns;
 - iii. Management staff are available to respond to neighbors within two business days;
 - iv. Have a representative attend all appropriate neighborhood meetings;
 - v. Participate in community/neighborhood events in partnership with the local community benefit district as appropriate;
 - vi. Leadership or designated staff attendance in regular meetings (monthly or as needed) with HSH Staff and the community working group.

- vii. Staff training in de-escalation and crisis response, including protocols for contacting law enforcement, San Francisco Homeless Outreach Team (SFHOT), Healthy Streets Operation Center (HSOC), Department of Public Works (DPW), and/or crisis response teams as needed.
- viii. Offer a “good neighbor” onboarding for tenants as they move in that outline community resources, community norms, and expectations.
- h. Tenant financial literacy support: Provide trainings and workshops to tenants on paying rent, accessing mainstream resources, budgeting, financial planning, saving, and credit repair.
- i. Harm reduction and overdose prevention: Integrate harm reduction principles into service delivery and agency structure as well as follow the HSH Overdoses Prevention Policy. Staff that work directly with tenants must complete annual trainings on harm reduction and overdose recognition and response.
- j. Connection to income benefits and/or employment: Provide navigation assistance and referrals to support a tenant to obtain or maintain benefits and solve problems related to county, state, and federal benefits programs. This may also include assistance in identifying, applying for, and establishing appointments with available services such as food programs, medical clinics, and in-home support services. Assess tenant’s skills and goals at intake and encourage tenants to participate in educational and employment services. The goal of these services is to increase education levels, skill levels, and find employment all geared towards increasing the tenant’s income.
- k. Tenant rights: Support tenants in understanding their tenant rights as well as tenant responsibilities and ensure appropriate coordination with property management.
- l. Legal Support: Assist and provide appropriate external referrals to support a tenant in accessing legal support, including but not limited to, obtaining identification documents, supporting tenant in legal name change process, and any other legal related support.
- m. Behavioral health support: Identify participants with unmet behavioral health needs, including but not limited to, tenants whose behavioral health needs impact their ability to be stably housed and/or achieve tenant identified goals. Staff shall refer participants to appropriate community resources and provide onsite support as appropriate.
- n. Coordination with Master Lease and Property Management Contractor: Assist tenants in communicating with, responding to, and meeting with Master Lease and Property Management staff. This may include helping a tenant to understand the communications from Master Lease and Property Management staff, helping to write requests, responses, or complaints to Master Lease and Property Management staff, and attending meetings between the tenant and Master Lease and Property Management staff to facilitate communication. If a tenant is facing housing instability, coordinate with Master Lease and Property Management staff to find creative ways to engage with tenants to prevent housing loss. Ensure there is a process in place for receiving timely communication from Master Lease and Property Management staff and copies of correspondence (e.g., notices, warning letters, lease violations, etc.) issued and maintain a structured written process for engaging tenants who receive such notices.
- o. Exit planning: If a tenant is moving out of the building, engage tenant in exit planning to support the tenant’s successful transition out of the program. The exit plan shall depend on the tenant’s needs and preferences and may include establishing a link to services in the community. As well as provide housing related support that assists tenants in achieving goals that move them towards more independent housing. When this level of self-sufficiency is achieved, assist tenants in housing searches and applications.

E. Service Requirements

1. Master Lease and Property Management Services

The successful Contractor shall:

- a. Ensure that staff that work directly with tenants will participate in annual trainings on housing first, harm reduction, overdose recognition and response and Affirming Trans Access to Housing Training Symposiums.
- b. Maintain clean, safe, and in good repair facilities in full compliance with requirements of the law and local standards.
- c. Ensure that each unit, upon turnover, is clean and/or repaired within 14 days on average, and is ready for occupancy within 14 days.
- d. Ensure that new tenant move-ins occur within 30 days of referral.
- e. Collect at least 90 percent of tenant portions of monthly rent from occupied units.
- f. Provide annual preventative maintenance schedule to HSH for review and approval.
- g. Services and operations shall align with the Core Components of Housing First. Housing First Principles means tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services, and prohibit rejecting applicants on the basis of 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,” as further described in California Welfare and Institutions Code section 8255.
- h. Participate in individual case conferences and team coordination meetings with support services providers and/or HSH, as needed, to coordinate and collaborate regarding tenant’s housing stability.
- i. Establish written agreements with the Supportive Services provider that are part of the site to formalize collaboration and roles and responsibilities.
- j. Participate in annual Eviction Survey reporting.
- k. Submit all required asset management and compliance reports on a timely basis to HSH and external funders.
- l. For programs with HUD CoC funding: abide by CoC program regulations, policies, and procedures set forth by HSH and utilize the [CoC and ESG Desk Guide](#) as an ongoing resource.

2. Supportive Services

The successful Grantee shall:

- a. Ensure that staff that work directly with tenants will participate in annual trainings on housing first, harm reduction, overdose recognition, and response and Affirming Trans Access to Housing Training Symposiums.
- b. Initiate and participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding tenant’s progress.
- c. Update Individualized Services Plans at least once every six months.
- d. Administer an annual written anonymous survey of households to obtain feedback on the type and quality of program services. All households shall be offered the opportunity to take this survey. And option to be availed an honorarium for sharing their experiences and vulnerabilities.
- e. At program entry, review and provide a copy of the Grievance Procedure and any amendments, to each tenant and obtain a signed copy of the form from the tenant, which must be maintained in the tenant’s file. Additionally, Grantee shall post the policy at all times in a location visible to tenants and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.
- f. Keep HSH informed of program operations and comply with HSH policies, training requirements, and participate in meetings as requested and required.
- g. Establish written agreements with Property Management and other service providers that are part of the site care team to formalize collaboration and roles and responsibilities.
- h. Maintain confidential tenant files that document the services and supportive work provided for the purpose of tracking and reporting objectives and outcomes.
- i. Provide Ad Hoc reports as required by HSH and respond to requests in a timely manner.

3. Both Master Lease and Property Management Services and Supportive Services:

The specific requirements below apply to both Master Lease and Property Management services and Supportive Services:

- a. The Master Lease and Property Management contractor and Supportive Services grantee must be certified vendors with the City and County of San Francisco or have the ability to become certified vendors within ten days after notice of intent to award.
- b. Ensure that persons with Limited English Proficiency have meaningful access and an equal opportunity to participate in services, activities, programs, and other services or benefits.
- c. Establish and maintain admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- d. Integrate harm reduction principles into service delivery and agency structure as well as follow HSH overdose prevention policy.
- e. Ensure that translation and interpretation services are available as needed.
- f. Establish and maintain a written Grievance Procedure for tenants including, at a minimum, the following information:
 - i. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - ii. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - iii. The amount of time required for each step, including when a participant can expect a response; and
 - iv. In accordance with published HSH policies/procedures, the HSH Grievances email address and mailing address for the household to contact after the household has exhausted Grantee's internal Grievance Procedure.
- g. Provide means for the served population to provide input into the program, including the planning, design, and satisfaction.
- h. Report critical incidents using the online Critical Incident Report (CIR) form in accordance with HSH policies and procedures.
- i. Develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. The awarded Contractors and Grantees shall update the Agency/site(s) plan as needed and train all employees regarding the provisions of the plan for their Agency/site(s).
- j. Ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process standard, including but not limited to:
 - i. Entering all household data within three working days (unless specifically requested to do so sooner);
 - ii. Ensuring accurate dates for household enrollment, household exit, and household move in; and
 - iii. Running monthly data quality reports and correcting any errors.
- k. Participate in annual Eviction Survey reporting.
- l. Provide Ad Hoc reports as required by HSH and respond to requests in a timely manner.

F. Staffing Requirements

1. Master Lease and Property Management

Services shall include 24-hour staffing, seven days a week. The awarded Proposer shall maintain appropriate staffing levels including the following positions:

- a. 4.2 Full Time Equivalent (FTE) Front Desk Clerks to ensure 24-hour Front Desk coverage.
- b. 1.0 FTE Property Manager
- c. 1.0 FTE Janitor
- d. 1.0 FTE Maintenance/ Facilities staff

2. Supportive Services

Supportive Services shall maintain a minimum of 1.0 FTE Case Management staff per 15 TAY units. Supportive Services staffing shall maintain appropriate staffing levels including the positions below:

- a. 1.0 FTE Supportive Services Supervisor / Manager. The Supportive Services Supervisor supervises the Case Managers to provide high level of service to tenants; provides guidance, training, and oversight; and submits required reports.
- b. 1.5 FTE Case Managers. Case Managers shall complete a comprehensive intake and assessment of tenants at the time of move-in; provide referrals as needed, conduct outreach to tenants, coordinate with external resources and providers to support tenants; organize group and community events for tenants; coordinate with Property Management to ensure housing stability of all tenants using a housing first, harm reduction, and trauma informed approaches.
- c. 0.5 FTE Peer Advocate: The Peer Advocate will coordinate client workshops and activities related to program goals for tenants.

Supportive Services shall provide staff with supervision and case conferencing, as needed, to ensure appropriate case management, counseling, and referral services are provided to tenants. Such staff could be hired through diversity slates that are focused on identifying and exploring talent with relatable lived experiences as the served TAY populations.

G. Service and Outcome Objectives

1. Master Lease and Property Management Services

The awarded Contractor shall provide Master Lease and Property Management services to achieve the following outcomes and objectives:

- a. Maintain an occupancy rate of at least 93 percent.
- b. Collect at least 90 percent of tenant portions of monthly rent from occupied units.
- c. At least 90 percent of tenants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
- d. At least 85 percent of tenant lease violations will be resolved without loss of housing to tenants.
- e. At least 65 percent of tenants shall complete an annual Tenant Satisfaction Survey and of those, 80 percent of tenants will be satisfied or very satisfied with Property Management services.

2. Supportive Services

The awarded Grantee shall provide Support Services to achieve the following outcomes and objectives:

- a. Offer Support Services to 100 percent of all households who showed housing instability (e.g., non-payment of rent, lease violations) at least once per incident.
- b. Offer assessment to 100 percent of tenants within 90 days of move-in and annually thereafter for primary medical care, mental health, and substance use treatment needs, and to maximize their income and assist in applying for benefits for which they are eligible.
- c. Offer assessment to 100 percent of households for benefits within 30 days of move-in.

- d. Outreach to 100 percent of households with planned exits from the program to engage in comprehensive discharge planning, which includes referrals for case management, housing, food, clothing, medical treatment, detox, and/or other services as necessary and appropriate.
- e. Outreach to 100 percent of program participants in Support Services to create/ engage in Service Plans, as needed, on an ongoing basis.
- f. At least 75 percent of tenants assessed with needs related to medical care, mental health, substance use, benefits and other income assistance will develop a service plan within the first six months. Review service plans at least once every six months and update as appropriate at this time.
- g. At least 90 percent of tenants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
- h. At least 65 percent of tenants shall complete an annual tenant satisfaction survey and of those, 80 percent of tenants completing an annual resident satisfaction survey will be satisfied or very satisfied with Support Services.

H. Reporting Requirements

1. Master Lease and Property Management

Input data into systems required by HSH, such as the ONE system. Report vacancies to HSH in a timely fashion according to established procedures and process all tenant referrals in the pre-established timeframe.

- a. On a monthly basis:
 - i. Report on the occupancy rate and number of new placements into an HSH system.
- b. On a quarterly basis, report on the following metrics:
 - i. Average number of days to turn over units; and
 - ii. Number of tenants receiving lease violations, and the number and percentage of tenant lease violations that were resolved without loss of housing to tenants.
 - iii. Compliance with the good neighbor policy including response time to community calls/texts, attendance at community meetings, community engagement events etc.
- c. On an annual basis, report on the following metrics:
 - i. Number and percentage of tenants who maintained their housing for a minimum of twelve months, moved to other permanent housing, or were provided with more appropriate placements;
 - ii. Number and percentage of tenants who completed a written survey to provide feedback on the type and quality of program services;
 - iii. Tenant satisfaction survey result; and
 - iv. Number of households showing housing instability that remained housed.

Financial reporting requirements will be incorporated into the Master Lease agreement.

2. Supportive Services

Input data into systems required by HSH, such as the ONE system. Enter client program enrollments, services, status updates and program exits in the ONE System within the established timeframe.

- a. On a monthly basis, enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the month of service. Metrics shall include:
 - i. The total number of unduplicated households who resided at the site during the month and the number of unduplicated households actively outreached to at least once during the month; and

- ii. The number of lease/program rule violations issued for the month and the number of lease/program rule violations for which Support Services outreached to tenants to offer support.
- b. On a quarterly basis, enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each quarter:
 - i. The number and percentage of households Grantee outreached to complete an assessment for primary medical care, mental health, and substance use treatment needs within 60 days of move-in;
 - ii. The number and percentage of households Grantee outreached to complete a benefits assessment within 60 days of move-in;
 - iii. The number of lease/program rule violations Property Management issued and shared with Support Services for the quarter and the number of outreach attempts related to lease/program rule violations conducted by Support Services; and
 - iv. The number and percentage of households with planned exits from the program who were outreached to engage in comprehensive discharge planning, which includes referrals for case management, housing, food, clothing, medical treatment, detox, and/or other services as necessary and appropriate.
- c. On an annual basis, enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each year:
 - i. The number and percentage of households who maintained their housing for a minimum of 12 months, moved to other permanent housing, or were provided with more appropriate placements;
 - ii. The number and percentage of program participants participating in Support Services Grantee outreached to create Service Plans, as needed;
 - iii. The number of program participants who had a Service Plan during the program year; the number and percentage of Services Plans that were reviewed at least once every six months and updated as appropriate;
 - iv. The number and percentage of households who completed a written survey to provide feedback on the type and quality of program services. Please include survey results on what clients reported regarding the quality and satisfaction with services.

V. PRE-APPLICATION INFORMATION

A. Pre-Proposal Conference

Applicants are encouraged to attend an online pre-proposal conference on Thursday February 1, 2024 from 1:00pm – 2:00pm PST, via Microsoft Teams using the information below:⁹

[Click here to join the meeting](#)

Meeting ID: 224 725 362 163

Passcode: fcBciA

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 415-906-4659,470702024#](tel:+14159064659470702024) United States, San Francisco

Phone Conference ID: 470 702 024#

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

B. Procurement Questions Deadline

⁹ To request a Teams calendar invite with login information to the Pre-Proposal Conference, email HSHPublicProcurement@sfgov.org

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

VI. PROCUREMENT ANSWERS AND CLARIFICATIONS

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 RFQ 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.

VII. PROPOSAL QUESTIONS AND SUBMISSION REQUIREMENTS

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: Written Proposal and Appendix 3: Minimum Qualification with requested attachments including Attachments 2 through 8 in **one** PDF and Appendix 2: Budget Proposal as an excel to HSHProcurements@sfgov.org. The Proposal file name and email subject must include the RFQ number (RFQ #144) and the Proposer organization's name as such: RFQ #144 – Proposer Organization Name.

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.

VIII. PROPOSAL CONTENTS AND EVALUATION CRITERIA

A. Master Lease and Property Management				
Proposal Section	Submittal Format	Applicant must complete/ provide/ respond to the following	Evaluation Criteria	Points
1. Summary	Appendix 1a: Application Template	1.1 Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Collaboration Information, if any	<p>HSH will review for pass/ fail:</p> <ul style="list-style-type: none"> • Did Proposer complete Appendix 1: Applicant Template? 	Pass/ Fail
2. Minimum Qualifications	Appendix 3a: Application, Template, and Appendix	<p>2.1 Proposer must demonstrate the following experience for Property Management:</p> <p>a. Operation of a project similar in scope and size;</p> <p>b. At least three years of experience delivering similar services; and</p> <p>2.2 Proposer must demonstrate operation of two affordable rental housing projects, at the minimum, in the last ten years including at least one unit housing a tenant who qualifies as a member of the served population.</p>	<p>2.1 Does Proposer demonstrate:</p> <p>a. Experience operating a project of similar scope of residential space and size, medium-sized multifamily residential building?</p> <p>b. at least three years of experience delivering Property Management or similar services?</p> <p>2.2 Does Proposer demonstrate operation of at least two affordable rental housing projects in the last ten years, with at least one of those projects containing at least one unit housing a tenant who qualifies/identifies as a member of the served population of TAY?</p>	Pass/ Fail
3. Relevant Experience	Appendix 1a: Written Proposal	3.1 Describe experience providing Property Management services including tenant selection and lease set up, annual recertification; lease enforcement and eviction prevention; long- and short-term asset management; stewardship of Master Lease; leasehold interest; possessory interest; property tax welfare exemption filing; and leasing and management of a mixed-use building with residential spaces and commercial space. Include years of experience, location of services, services provided, and populations served.	3.1 How well does Proposer describe experience providing Property Management services including tenant selection and lease set up, annual recertification; lease enforcement and eviction prevention; long- and short-term asset management; stewardship of Master Lease; leasehold interest; possessory interest; property tax welfare exemption filing; and leasing and management of a mixed-use building with residential spaces and commercial space? How well does Proposer’s years of experience, location of services, services provided, and populations served align with the RFQ scope of services?	16

		<p>3.2 Describe experience handling tenant critical incidents, including prevention and de-escalation of incidents.</p> <p>3.3 Describe experience in racial and gender equity, and serving the LGBTQAI+ community best practices, interventions, and continuous learning and quality improvement.</p> <p>3.4 Describe experience managing complex neighborhood dynamics related to Master Lease and Property Management services.</p> <p>3.5 Describe experience collaborating and coordinating with external agencies and/or providers to deliver Master Lease and Property Management services.</p>	<p>3.2 How well does Proposer describe experience handling tenant critical incidents, including prevention and de-escalation of incidents?</p> <p>3.3 How well does Proposer describe experience in racial and gender equity and serving the LGBTQAI+ community best practices, interventions, and continuous learning and quality improvement?</p> <p>3.4 How well does Proposer describe experience managing complex neighborhood dynamics related to Master Lease and Property Management services?</p> <p>3.5 How well does Proposer describe experience collaborating and coordinating with external agencies and/or providers to deliver Master Lease and Property Management services?</p>	
4. Program Approach	Appendix 1a: Written Proposal and Attachment 6a Policies and Procedures	<p>4.1 Describe Master Lease and Property Management plan based on the Scope of Services. Including plan for long- and short-term asset management; stewardship of Master Lease; leasehold interest; possessory interest; and property tax welfare exemption filling.</p> <p>4.2 Describe how services will be provided with tenant centered approaches that focus on racial and gender equity and align with the core components of Housing First.</p> <p>4.3 Describe how services will be provided to promote TAY tenant safety and prevent tenant harm and crises. Include any relevant policies and procedures as Attachment 6a.</p> <p>4.4 Describe plan for project management of tenant improvements and building renovations.</p>	<p>4.1 How well does Proposer describe their plan for administering Property Management services included in the Scope of Services including plan for long- and short-term asset management; stewardship of Master Lease; leasehold interest; possessory interest; and property tax welfare exemption filing?</p> <p>4.2 How well does Proposer describe how services will be provided with tenant centered approaches that focus on racial and gender equity? How well do Proposer's approaches align with core components of Housing First?</p> <p>4.3 How well does Proposer describe how services will be provided to promote TAY tenant safety? How well does Proposer describe how services will prevent tenant harm and crises? How well do policies and procedures, included as Attachment 6a, address tenant safety and prevent tenant harm and crises?</p>	20

			4.4 How well does Proposer describe their plan for project management of tenant improvements and building renovations?	
5. Organizational Capacity and Staffing	Appendix 1a: Written Proposal And Attachment 7a Organizational Chart	<p>5.1 Describe organizational capacity to provide Master Lease and Property Management services and project management of tenant improvements and building renovations.</p> <p>5.2 Describe program staffing plan including staff titles, FTE, licenses/ certifications, language capacity; roles and responsibilities; and supervision structure. Include an organizational chart to show where services will fall within the agency as Attachment 7a.</p> <p>5.3 Describe how staff will reflect the population served through lived experience and/or an organizational growth and development plan that promotes cultural humility.</p> <p>5.4 Describe agency capacity and plan to implement the Good Neighbor Policy and work in partnership with neighboring residents and businesses to ensure that the program has a positive impact on the community, including staff that will respond to neighbors, participate in community/ neighborhood events, and attend regular meetings with HSH.</p>	<p>5.1 How well does Proposer demonstrate organizational capacity to provide Master Lease and Property Management services and project management of tenant improvements and building renovations?</p> <p>5.2 How well does Proposer describe their staffing plan including staff titles, FTE, licenses/ certifications, language capacity; roles and responsibilities; and supervision structure? How well does Attachment 7a, Organizational Chart, demonstrate where services will fall within the agency?</p> <p>5.3 How well does Proposer demonstrate how staff will reflect the population served of TGNCI+ TAY and adults, through lived experience? How well does Proposer demonstrate organizational growth and development plan that promotes cultural humility?</p> <p>5.4 How well does Proposer demonstrate capacity to implement the Good Neighbor Policy included in section IV.D.1.O? How well does Proposer describe their plan to implement the Good Neighbor Policy in partnership with neighboring residents and businesses to ensure that the program has a positive impact on the community? How well does Proposer identify staff to respond to neighbors, participate in community/ neighborhood events, and attend regular meetings with HSH?</p>	16
6. Collaborations and Partnerships	Appendix 1a: Written Proposal	6. Describe plan for coordinating with the Supportive Services provider and tenant improvements and building renovations	6. How well does Proposer describe their plan for coordinating with the Supportive Services provider and tenant improvements and building renovations provider, as appropriate? How well	10

		provider/s, as appropriate. Include previous experience and collaborators.	does Proposer demonstrate experience coordinating with Supportive Services providers and tenant improvements and building renovations provider/s?	
7. Prior Performance	Appendix 1a: Written Proposal and Attachment 8a Program Monitoring Results	7. Include program monitoring results for a project with a similar scope including findings and/or corrective action plan, response to the issued corrective action plan, and final disposition status. Include any relevant attachments as Attachment 8a.	7. How well does program monitor results for a project with a similar scope demonstrate Proposer can meet deliverables?	9
8. Budget	Appendix 2a: Property Management Budget Proposal	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 RFQ and HSH's needs?	9
8. Oral Interview/ Presentation	Virtual	9. The top two to three highest scoring Proposers may be invited for an oral interview/ presentation to provide additional clarification on their plan to provide Master Lease and Property Management services. HSH may provide questions and/or prompts prior to Oral Presentation/ Interview.	9. How clear and well-defined were Proposers' responses to the questions?	20
Total				100

B. Supportive Services				
Proposal Section	Submittal Format	Applicant must complete/ provide/ respond to the following	Evaluation Criteria	Points
1. Summary	Appendix 1b: Written Proposal	1.2 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"> Did Proposer complete Appendix 1: Applicant Template? 	Pass/ Fail
2. Minimum Qualifications	Appendix 3b: Minimum Qualifications	2.1 Proposer must demonstrate at least three years of experience providing equitable and successful support services to TAY individuals.	2.1 Does Proposer demonstrate at least three years of experience providing support services to TAY individuals?	Pass/ Fail
3. Relevant Experience	Appendix 1b: Written Proposal	3.1 Describe experience providing Supportive Services including outreach and engagement and case management with the goal of engaging tenants in voluntary services. Include years of experience, location of services, services provided, and populations served. 3.2 Describe experience collaborating and coordinating with external agencies and/or providers to deliver Supportive Services in PSH settings. 3.3 Describe experience handling tenant crises, including crisis prevention and interventions. 3.4 Describe experience in racial and gender equity, and serving the LGBTQIA+ community best practices, interventions, and continuous learning and quality improvement.	3.1 How well does Proposer demonstrate experience providing Supportive Services including outreach and engagement and case management with the goal of engaging tenants in voluntary services? How well does Proposer's years of experience, location of services, services provided, and populations served align with the RFQ Scope of Services? 3.2 How well does Proposer describe experience collaborating and coordinating with external agencies and/or providers to deliver Supportive Services in PSH settings? 3.3 How well does Proposer describe experience handling tenant crises, including crisis prevention and interventions? 3.4 How well does Proposer describe experience in racial and gender equity, and serving the LGBTQIA+ community best practices, interventions, and continuous learning and quality improvement?	16
4. Program Approach	Appendix 1b: Written Proposal and Attachment 6b Policies	4.1. Describe proposed plan for administering Supportive Services included in the Scope of Services. Describe how services will be provided with tenant centered approaches that focus on	4.1 How well does Proposer describe the plan for administering Supportive Services included in the Scope of Services? How well does Proposer describe how services will be provided with tenant centered approaches	20

	and Procedures	<p>racial and gender equity and align with the core components of Housing First.</p> <p>4.2 Describe how services will be provided to promote TAY tenant safety and prevent tenant harm and crises. Include any relevant policies and procedures as Attachment 6b.</p> <p>4.3 Describe your approaches to engaging and incentivizing tenants in voluntary services.</p> <p>4.4 Describe proposed plan for providing and coordinating referrals for offsite services to meet TAY needs.</p>	<p>that focus on racial and gender equity? How well do Proposer’s approaches align with core components of Housing First?</p> <p>4.2 How well does Proposer describe how services will be provided to promote TAY tenant safety? How well does Proposer describe how services will prevent tenant harm and crises? How well do policies and procedures, included as Attachment 6b, address tenant safety and prevent tenant harm and crises?</p> <p>4.3 How well does Proposer describe their approaches to engaging and incentivizing tenants in voluntary services?</p> <p>4.4 How well does Proposer describe the plan for providing and coordinating referrals for offsite services to meet TAY needs?</p>	
5. Organizational Capacity and Staffing	Appendix 1b: Written Proposal and Attachment 7b Organizational Chart	<p>5.1 Describe organizational capacity to provide Supportive Services.</p> <p>5.2 Describe program staffing plan including staff titles, FTE, licenses/ certifications; roles and responsibilities; and supervision structure. Include an organizational chart to show where services will fall within the agency as Attachment 7b.</p> <p>5.3 Describe how staff will reflect the population served through lived experience and/or an organizational growth and development plan that promotes cultural humility.</p> <p>5.4 Describe agency capacity and plan to implement the Good Neighbor Policy and work in partnership with neighboring residents and businesses to ensure that the program has a positive impact on the community, including staff that will respond to neighbors, participate in community/ neighborhood events, and attend regular meetings with HSH.</p>	<p>5.1 How well does Proposer describe organizational capacity to provide Supportive Services?</p> <p>5.2 How well does Proposer describe their staffing plan including staff titles, FTE, licenses/ certifications, language capacity; roles and responsibilities; and supervision structure? How well does Attachment 7b, Organizational Chart, demonstrate where services will fall within the agency?</p> <p>5.3 How well does Proposer demonstrate how staff will reflect the population served of TAY, through lived experience? How well does Proposer demonstrate organizational growth and development plan that promotes cultural humility? How intentionally does the Proposer demonstrate career paths and tracks for marginalized communities of BIPOC and TGNCI+ identified staff?</p>	16

		5.5 Describe plan for building capacity within the first two years of the agreement, including use of capacity building funds and timeline for utilizing funds.	5.4 How well does Proposer demonstrate capacity to implement the Good Neighbor Policy included in section IV.D.2.G? How well does Proposer describe their plan to implement the Good Neighbor Policy in partnership with neighboring residents and businesses to ensure that the program has a positive impact on the community? How well does Proposer identify staff to respond to neighbors, participate in community/ neighborhood events, and attend regular meetings with HSH? 5.5 How well does Proposer describe their plan for utilizing capacity building funds within the first two years of the agreement?	
6. Collaborations and Partnerships	Appendix 1b: Written Proposal	6.1 Describe plan for coordinating with the Master Lease and Property Management provider. Include previous experience and collaborators. 6.2 Describe current partnerships with agencies, community-based organizations (CBOs), advocacy groups that serve TAY.	6.1 How well does Proposer describe their plan for coordinating with the Property Management provider? How well does Proposer demonstrate experience coordinating with Property Management provider? 6.2 How well does Proposer describe current partnerships with CBOs, advocacy groups, agencies that service TAY? How do these partnerships align with the Support Services Scope of Work?	10
7. Prior Performance	Appendix 1b: Written Proposal and Attachment 8b	7. Include program monitoring results for a project with a similar scope including findings and/or corrective action plan, response to the issued corrective action plan, and final disposition status. Include any relevant attachments as Attachment 8b.	7. How well does program monitoring results for a project with a similar scope demonstrate Proposer can meet deliverables?	9
8. Budget	Appendix 2b: Support Services Budget Proposal	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 RFQ and HSH's needs?	9

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 TAY PSH. HSH may provide questions and/or prompts prior to Oral Presentation/ Interview.	9. How clear and well-defined were Proposers' responses to the questions?	20
Total				100

IX. VENDOR SELECTION

The City shall award agreement/s to the Proposer/s that meet 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 RFQ 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. Selection of Providers from the Prequalified Pool

Pursuant to Section 21.4 of the San Francisco Administrative Code, City shall select contractors from the Prequalified Pool for Resulting agreements pursuant to three options, as described below. Selections must be made prior to Pool expiration.

1. City may select the highest available ranked provider from the Prequalified Pool (if a ranking was done when the pool was created); OR
2. City may request quotes or proposals from Prequalified Pool from which to select. Where applicable, the Department shall apply Chapter 14B LBE Rating Bonuses or Bid Discounts when evaluating quotes and proposals received from the Prequalified Pool. The request for quotes or proposals may also include an LBE Participation Requirement.
3. For Resulting agreements that are less than the Minimum Competitive Amount in effect when the selections are being made, City may select a contractor from the Prequalified Pool without any further solicitation. In choosing this option, City shall notify the Prequalified Pool of its selection. The Notice shall specify the commodities and/or services awarded; their cost; and the selected Contractor’s unique qualifications for having been selected without a further solicitation.

B. Notice of Intent to Award a Resulting Agreement to the Prequalified Pool

HSH shall issue a Notice of Intent to Award a Resulting Agreements to all providers in the Prequalified Pool. The City’s award of a resulting agreement to a provider from the Prequalified Pool is final and not subject to further review.

C. Additional Information

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

D. Minimum Qualifications

Proposers must provide documentation that clearly demonstrates each Minimum Qualification listed in III. Minimum Qualifications. Minimum Qualification documentation should be clearly marked to indicate which Minimum Qualification it supports. Each proposal will be reviewed for initial determination on whether Proposer meets the Minimum Qualifications referenced in the RFQ. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The Applicant’s responses to Minimum Qualifications in RFQ Appendix 3: Minimum Qualifications Template and required attachments will be reviewed to determine qualification and eligibility for award.

E. Oral Interviews

As indicated, the Evaluation Panel may hold oral interviews with the top two to three Proposers that have met the Minimum Qualifications and whose written and price proposal received 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.

IX. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS

A. RFQ 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. 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.

C. Errors and Omissions in RFQ

Applicants are responsible for reviewing all portions of this RFQ. Applicants are to promptly notify the City, in writing, if the Applicant discovers any ambiguity, discrepancy, omission, or other error in the RFQ. 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.

D. Objections to RFQ Terms

Should an Applicant object on any ground to any provision or legal requirement set forth in this RFQ, 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.

E. Change Notices

The City may modify the RFQ, prior to the Applications Deadline, by issuing Addenda to the RFQ, 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 RFQ 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/>.

F. Term of Application

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

G. 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.

H. 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 RFQ or excuse the Awarded Provider from full compliance with the specifications of the RFQ or any agreement awarded pursuant to the RFQ.

I. Financial Responsibility

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

J. 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.

K. 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.

L. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), vendors' bids, responses to RFQs 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.

M. 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.

N. Reservations of Rights by the City

The issuance of this RFQ 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 RFQ;
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 RFQ, or the requirements for contents or format of the Applications;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no awards will be pursued.

O. No Waiver

No waiver by the City of any provision of this RFQ 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 RFQ.

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

Q. 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 RFQ. Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in agency disqualification to participate in this RFQ.

R. 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 RFQ, 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 RFQ 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 RFQ.

This RFQ 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 RFQ are inadequate to satisfy its needs.

X. CITY AGREEMENT REQUIREMENTS

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

Applicants must fulfill the City's administrative requirements for doing business with the City and become a compliant supplier prior to 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.

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. 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.

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.

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:

Property Management and Master Lease:

(1) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. Policy must include Abuse and Molestation coverage. (2) 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. (3) Workers Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness. (4) Professional Liability Insurance, applicable to Tenant’s profession, with limits not less than \$2,000,000 for each claim with respect to negligent acts, errors or omissions in connection with this Agreement. (5) Pollution Liability Insurance applicable to Tenant’s activities and responsibilities under the contract with limits not less than \$2,000,000 each occurrence combined single limit, including coverage for on-site third party claims for bodily injury and property damage. (6) A crime policy or fidelity bond covering Tenant’s officers and employees against dishonesty with respect to the funds advanced by the City of no less than 20 percent of the Annual Operating Budget each loss, with any deductible not to exceed \$100,000 each loss, including the City as additional obligee or loss payee, provided that Tenant shall be solely responsible for the costs of such deductible. (7) Boiler and machinery insurance, comprehensive form, covering damage to, loss or destruction of machinery and equipment located on the Site that is used by Tenant for heating, ventilating, air-conditioning, power generation, and similar purposes, in an amount not less than one hundred percent (100%) of the actual then-current replacement value of such machinery and equipment. (8) Property Insurance, excluding earthquake, in the amount no less than one hundred

percent (100%) of replacement value of all improvements and City property in the care, custody, and control of the Tenant or its contractor.

Support Services:

(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 and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; Policy must include Abuse and Molestation coverage (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (4) Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services with limits not less than \$1,000,000 for each claim; (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.

For both Property Management and Support Services, if subcontractors will be used to complete any portion of these agreements, the primary grantee and/or primary contractor shall ensure that their subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and primary listed as additional insureds.

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 RFQ.

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 RFQ 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.

XI. PROTEST PROCEDURES

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 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 Prequalified Pool Creation**
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, Chief of Finance and Administration
gigi.whitley@sfgov.org

XII. CITY SOCIAL POLICY REQUIREMENTS

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

A. Proposers Unable to do Business with the City

1. Generally, Proposers that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City’s Proposed Agreement Terms.
2. 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. 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.

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.

XIII. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

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

B. LBE Subcontracting Requirements

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