



# City and County of San Francisco

**Department of Homelessness and Supportive Housing (HSH) Request for Proposals (RFP) for RFP#HSH2023-143 (RFP #143) – Shelter Client Advocacy Services**  
Contact: Dylan Osborne | [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org)

## Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals from qualified Proposers for Shelter Client Advocacy services.

## Schedule<sup>1</sup>

RFP Issued	Friday November 3, 2023
Pre-Proposal Conference	Monday November 13, 2023 11:00 am – 12:00pm <a href="#">Click here to join the meeting</a> Meeting ID: 220 154 460 201 Passcode: CvS8Px <a href="#">Download Teams</a>   <a href="#">Join on the web</a> <b>Or call in (audio only)</b> <a href="tel:+14159064659">+1 415-906-4659</a> ,471715424# Phone Conference ID: 471 715 424#
Deadline for Written Questions	Monday November 13, 2023 by 5:30pm
Answers and Clarifications Published	Monday November 20, 2023
<b>Deadline to Submit Proposals</b>	<b>Wednesday December 6, 2023 by 2:00 pm</b>
Oral Presentation/Interview	January 16, 2024
Intent to Award Notification	January 23, 2024
Agreement Commence	July 1, 2024
Procurement Contact	Dylan Osborne <a href="mailto:hshprocurements@sfgov.org">hshprocurements@sfgov.org</a>

## Limitation on Communications

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

## Appendices

Appendix 1: Shelter Client Advocacy Services Written Proposal

Appendix 2: Shelter Client Advocacy Services Budget Proposal

Appendix 3: Minimum Qualifications

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

**Attachments**

- Attachment 1: City's Proposed Grant Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: HCAO and MCO Declaration Forms
- Attachment 4: First Source Hiring Form
- Attachment 5: CMD Form 3

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## I. INTRODUCTION

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### A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) is seeking qualified suppliers (“Proposers”) to submit proposals (Proposal) for Shelter Client Advocacy services to provide peer advocacy grievances to adults and families in temporary shelter systems.

HSH intends to award at a minimum one grant through this RFP to the Proposer that meets the Minimum Qualifications of this Solicitation and obtains the highest-ranking scores.

Proposers may propose to subcontract any portion of the work included in each service component with additional rationale, but HSH will only enter into an agreement with the prime/lead Proposer.

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

### B. Anticipated Agreement Terms

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

### C. Anticipated Agreement Not to Exceed Amount

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

The available budget is estimated at \$567,500 annually. HSH may adjust future annual amounts to account for increases in cost-of-doing business based on annual funding availability. Should HSH exercise its options to extend the contract beyond the initial term, the City may also consider changes in the annual amounts.

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

### D. Cooperative Agreement

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

### E. Terms and Acronyms used in this RFP

Term	Definition
Agreement	Refers to the City’s standard terms and conditions, scope of work, and budget for City-funded grants (G-100) for services directly benefiting the public, or contracts for professional services or products (P-600 or P-500) benefiting the City or its Departments.
Applicant/Proposer	Any entity submitting an application in response to this RFP.
Application/Proposal	A response to this RFP detailing how an Applicant will meet the requirements of this RFP.

<b>Term</b>	<b>Definition</b>
Approved Budget	A budget that has been agreed upon by all required parties as configured in the workflows and ready to be used for invoicing
CARBON	Contract Administration, Reporting, and Billing Online (CARBON) is HSH's online invoicing system.
City	City refers to the City and County of San Francisco.
Contract	An agreement between HSH and an external provider. Contracts use different agreement boilerplate documents (P600) than Grants and are also subject to different rules, regulations, and approval processes.
Contract Authority or Contract Not-to-Exceed Amount (NTE)	The maximum amount of dollars that is legally allowed to be spent on a single agreement over the entire course of its term. The NTE amount is equal to the approved total budget of a program for all years (Grand Total of all Budgets), plus an extra contingency buffer amount (determined in advance by HSH Contracts). Any budget actions which would cause a program's budget to exceed its Contract Authority/ Contract Not-to-Exceed amount will require an Amendment to increase the Not-to-Exceed amount.
Current Budget	A budget which has been approved by all required parties and is being used for invoicing.
DPH	San Francisco Department of Public Health
Fiscal Year	Refers to the City's fiscal year, which begins on July 1 and ends on June 30 of the following year.
FTE	Full Time Equivalent. FTEs are based on a 40-hour work week or 2080 hours annually.
Grants	A written agreement between HSH and an external provider. Grants use different agreement boilerplate documents (G100) than that of a contract, and are also subject to different rules, regulations, and approval processes.
Guests	Primary term for unhoused clients staying in HSH's shelter and crisis interventions programs.
Home by the Bay plan	The five-year citywide strategic plan guides the work of HSH and its partners from July 2023 to June 2028.
HRS	Homelessness response system includes all programs and services that HSH and its partners offer.
HSH	The Department of Homelessness and Supportive Housing is the City and County of San Francisco agency responsible for the Homelessness Response System (HRS) and is also referred to as HSH. The HRS is the overall network of services to address homelessness and serve individuals experiencing homelessness. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. Core components of the HRS include: Coordinated Entry, Street Outreach, Problem Solving, Temporary Shelter, Housing, and Housing Ladder programs.
Navigation Center	Low-barrier shelter model with amenities and services that offers flexibility for partners, pets, and possessions.
NTE	Not to exceed amount
Older Adult	An adult aged 60 years and older. Minimum age requirements for programs serving older adults may vary based on funding source.

<b>Term</b>	<b>Definition</b>
ONE System	Online Entry and Navigation System is HSH’s main database for client information.
Peer Advocates	Also referred to as Shelter Client Advocates
RFP	Request for Proposal
SGAC	Shelter Grievance Advisory Committee oversees the shelter grievance process <sup>2</sup> and makes recommendations for improvements to the shelter system.
Shelter	Umbrella term for indoor facilities that provide a temporary place to stay while people access services and look for housing. Sites have amenities and services like showers, food, laundry, security, and case management.
TAY	Transitional Age Youth. An individual between 18 and 24 years old who is experiencing homelessness. These individuals often have specialized needs, different from those of families or adults, who must be considered with designing programs and services.

**F. Funding Sources**

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

**G. Delivering Services with Equity**

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

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

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

COVID-19 heightened the historic and continuing impact of anti-Blackness and white supremacy, and of homophobia and anti-trans bias, have led to vastly disproportionate levels of homelessness for communities of color, 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

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

partner with providers who demonstrate a deep understanding of and focus on racial equity to achieve different outcomes in the communities HSH serves and pay close attention to those who are often excluded. All Proposers for HSH funding will be evaluated in part based on the Proposer’s ability to articulate and demonstrate how it will operationalize a commitment to racial equity. Awarded proposer(s) shall demonstrate the ability to conduct equity-focused data analyses and use feedback from the served population to enhance services.

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

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

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

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

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

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

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

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

## **II. BACKGROUND**

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Shelter Client Advocacy services have been utilized within the City Shelter System for many years since the establishment of the original Shelter Grievance Policy legislation in 1992. In accordance with the City’s Shelter Grievance Ordinance and Shelter Grievance Policy, all temporary shelter guests being denied services for

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



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

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

### III. MINIMUM QUALIFICATIONS

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Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **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 City reserves the right to request clarification from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #1. Proposer must demonstrate at least one year of experience providing services to individuals utilizing social services. This may include people with disabilities, seniors, and/or persons experiencing homelessness.

### IV. SCOPE OF WORK

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

#### A. Served Population

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

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

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

## **B. Scope of Work**

Shelter Client Advocates provide peer advocacy services to adults and families experiencing homelessness in San Francisco's Temporary Shelter System in accordance with the City's Shelter Grievance Ordinance and Policy<sup>5</sup>. The Shelter Client Advocates monitor the application of Shelter rules and act as informal conflict resolvers between Shelters and their clients and assist clients in appealing denials of services. Shelter Client Advocates advocate on behalf of clients and link clients, Shelter providers, and the Shelter Grievance Advisory Committee (SGAC). The SGAC is an independent oversight committee that oversees the grievance process and makes recommendations for improvements.

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

The successful Proposer shall refer unresolved issues through established processes, beginning with outreach to temporary shelter provider management. If the issue remains unresolved, the Shelter Client Advocates (Peer Advocates) will refer the issue to the designated point person(s) at HSH. If the situation is still unresolved, Peer Advocates will refer the issue to the SGAC.

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

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

## **C. Service Requirements**

The successful Proposer will:

1. Ensure that language interpreter services are available, as needed, for hearings, and coordinate interpreter services with HSH for arbitrations;
2. Maintain positive and respectful interactions and relationships with clients and CBO providers who fall under the shelter grievance policy;
3. Require all Shelter Client Advocate staff to participate in annual mandatory trainings including but not limited to diversity and inclusion, cultural competency, restorative justice, professionalism and ethics, de-escalation, Shelter Grievance Policy, and Americans with Disabilities Act (ADA);
4. Adopt a Restorative Justice approach to Shelter Client Advocacy services. Rather than assuming an adversarial system, Proposer shall find collaborative solutions to problems by finding common ground among all parties, including clients, providers, and others with a focus on relationship-building, respect, responsibility, repair, and reintegration;

<sup>5</sup> Shelter Grievance Policy: <https://hsh.sfgov.org/wp-content/uploads/2021/10/Shelter-Grievance-Policy-Final-8-18-21-1.pdf>

Shelter Grievance Ordinance: <https://sfgov.legistar.com/View.ashx?M=F&ID=10862646&GUID=EC307CF2-5D45-4971-AA78-3E7CF6C1B19F>

5. Maintain confidential files on each guest, including documentation and notes that track planning, progress, and outcomes;
6. Submit HSH Critical Incident Reports in accordance with the HSH Critical Incident Report policy;
7. Maintain a staffing plan that meets program needs. Peer Advocate staffing shall be comprised of individuals who have lived experience with homelessness. Program Leadership shall include staff with a background in Clinical Social Work, Psychology, or a similar field;
8. Provide means for the served population to provide input into the program. This includes a complaint process, including written compliant policy informing guests how to report complaints and request repairs/ services; a mechanism by which clients may provide written feedback of the effectiveness of services and systems within the program; administering quarterly satisfaction survey to clients provided advocacy services. Satisfaction survey should measure areas of customer service, communication, respectful interactions, professionalism, positive and negative interactions, and overall satisfaction of services; and administer quarterly satisfaction surveys to all Community Based Organizations (CBO) providers who fall under the shelter grievance policy.
9. Maintain communication with HSH including regular communication about program implementation; comply with the City policies to minimize harm and risk including adherence to Shelter Standards of Care requirements, Shelter Guest Advocate Agreement, HSH Shelter Grievance Policy; attend quarterly HSH meetings; and attend trainings as requested.

#### **D. Staffing Requirements**

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

#### **E. Service and Outcome Objectives**

The successful Proposer shall achieve the following objectives:

1. Regularly attend the SGAC meetings and present the advocates' monthly report;
2. Attend a minimum of one outreach session per month at Temporary Shelter programs such as shelters and transitional housing to inform guests about grievance policies;
3. Represent 100% of guests who request a shelter grievance hearing including Temporary Shelter internal hearings, shelter arbitrations, and transitional housing external grievance hearings;
  - i. Count each attended hearing, with those related to domestic violence allegations counting as two hearings, due to the nature of services required (e.g., separate meetings for each person in the domestic violence relationship). Hearings involving domestic violence allegations shall be noted as such in reports of activities.
4. Administer a quarterly satisfaction survey for all CBO Shelter Providers who fall under the Shelter Grievance Policy and achieve at least a 70% response rate from the providers;
5. 75% satisfaction survey responses from Shelter Providers must indicate the awarded applicant's service as satisfactory or better;
6. Administer a quarterly satisfaction survey to every client who is provided with Peer Advocacy services and achieve at least a 50% response rate of clients completing the survey;
  - i. 75% of satisfaction survey responses from clients must indicate the awarded applicant's service as satisfactory or better; and
7. 100% of staff will have completed the required annual training.

#### **F. Reporting Requirements**

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

1. The awarded applicant shall provide a monthly report of activities, referencing the tasks as described in the Service and Outcome Objectives sections. The awarded applicant shall enter the monthly metrics in the CARBON database by the 15<sup>th</sup> of the following month, including: the awarded applicant shall

- report on the number of hearings and arbitrations requested, and number of hearings and arbitrations attended as well as number of unmet requests;
2. The awarded applicant shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. The awarded applicant will enter the quarterly metrics in CARBON by the 15<sup>th</sup> of the month following the end of the quarter;
  3. The awarded applicant shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the vendor. The awarded applicant will enter the annual metrics in CARBON by the 15<sup>th</sup> of the month following the end of the program year.
  4. The awarded applicant shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of vendor's services. The awarded applicant agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to the awarded applicant within thirty working days of receipt of any evaluation report and such response will become part of the official report; and
  5. The awarded applicant shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.

## **V. PRE-APPLICATION INFORMATION**

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### **A. Pre-Proposal Conference**

Applicants are encouraged to attend an online pre-proposal conference on Monday November 13, 2023 at 11:00 AM (PST) via Microsoft Teams at the following link<sup>6</sup>:

[Click here to join the meeting](#)

Meeting ID: 220 154 460 201

Passcode: CvS8Px

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

**Or call in (audio only)**

[+1 415-906-4659,471715424#](tel:+14159064659471715424) United States, San Francisco

Phone Conference ID: 471 715 424#

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

### **B. Procurement Questions Deadline**

Applicants may submit questions via email to: [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org) until the Questions Deadline. Proposer specific questions about compliance with the City's vendor requirements are in Section XII. 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**

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Proposers shall address any questions regarding this Solicitation to the Procurement Lead whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. Questions must be submitted by email to the Procurement Lead whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date. A written Questions and Answers will be executed addressing each question and answer and posted publicly. A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

<sup>6</sup> To request a Teams calendar, invite with login information to the Pre-Proposal Conference, email [HSHProcurement@sfgov.org](mailto:HSHProcurement@sfgov.org)

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**

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### **A. Proposal Format**

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

### **B. Time and Place for Submission of Proposals**

Applications are due electronically in the format detailed below and must be received by the Applications Deadline.

Applicants shall submit Appendix 1: Written Proposal and Appendix 3: Minimum Qualifications with requested attachments including Attachment 2: Proposer Questionnaire, Attachment 3: HCAO and MCO Declarations Forms, Attachment 4: First Source Hiring Form, and Attachment 5: CMD Form 3 as **one** PDF and Appendix 2: Budget Proposal as an excel to **HSHProcurements@sfgov.org**. The completed Proposal files name and email subject must include the RFP number (RFP #143) and the Proposer organization's name as such: RFP 143 – 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**

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

4. Program Plan	Appendix 1: Written Proposal	<p>4.1 Describe proposed plan to provide outreach to staff and clients including informational know-your-rights presentations.</p> <p>4.2 Describe proposed plan to provide conflict resolution and mediation services to clients and shelter providers. Including how complaints and/or grievances will be addressed to support the rights, safety, and wellbeing of clients and shelter staff.</p> <p>4.3 Describe plan to provide representation to clients at in-person shelter hearings and arbitrations.</p> <p>4.4 Describe how all program services will be provided utilizing Restorative Justice approaches and incorporating Peer Advocacy.</p>	<p>1.1 How well does Proposer describe their plan to provide outreach to staff and clients including informational know-your-rights presentations?</p> <p>1.2 How well matched is Proposer’s plan to provide conflict resolution and mediation services? How well does this plan support the rights, safety, and wellbeing of clients and shelter staff?</p> <p>1.3 How well matched is Proposer’s plan to provide representation to clients at in-person shelter hearings and arbitrations?</p> <p>4.4 How well does Proposer demonstrate an understanding of Restorative Justice? How well do proposed services utilize Restorative Justice approaches? How well does Proposer demonstrate an understanding of Peer Advocacy models? How well does Proposer incorporate Peer Advocacy in services?</p>	20
5. Organizational Capacity and Staffing	Appendix 1: Written Proposal	<p>5.1 Describe organizational capacity to provide advocacy services using a peer advocacy model.</p> <p>5.2 Describe program staffing plan including staff titles, FTE, and licenses; language capacity; roles and responsibilities; and supervision structure. Include tasks necessary to provide program services and how they will be assigned to staff.</p> <p>5.3 Describe capacity to provide services in person as well as virtually as appropriate. Including location of in-person services.</p>	<p>5.1 How well does Proposer describe organizational capacity to provide peer advocacy services?</p> <p>5.2 How well-matched is Proposer’s staffing plan, including: How appropriate is the proposed program staffing plan including staff positions, roles and responsibilities, and supervision structure? Is the Peer Advocate staffing comprised of individuals with lived experience in homelessness? Does the program leadership include staff with a background in Clinical Social Work, Psychology, or a similar field?</p>	15

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



## **IX. SELECTION OVERVIEW**

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

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

### **A. Additional Information**

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

### **B. Minimum Qualifications**

The Applicant’s responses to Minimum Qualifications in RFP Appendix 3: Minimum Qualifications and required attachments will be reviewed to determine qualification and eligibility for award. The Minimum Qualifications determination will be solely based on the information submitted by the Applicant in Appendix 3: Minimum Qualifications and required attachments. Insufficient or incomplete information may result in an application being considered non-responsive. Responses of “To be provided upon request” or “To be determined” or “Confidential” or the like, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable. Any Application that does not demonstrate that the Applicant meets the Minimum Qualifications will be issued a notice of non-responsiveness and will not be evaluated or eligible for award under this RFP.

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

### **C. Oral Interviews**

As indicated, the Evaluation Panel may hold oral interviews with the 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**

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### **A. RFP Addenda**

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

**The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

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

**B. Limitation on Communication During Solicitation**

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

**C. Proposal Selection Shall Not Imply Acceptance**

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

**D. Errors and Omissions in RFP**

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

**E. Objections to RFP Terms**

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

**F. Change Notices**

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

**G. Term of Application**

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

#### **H. Revision of Application**

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

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

#### **I. Errors and Omissions in Application**

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

#### **J. Financial Responsibility**

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

#### **K. Cybersecurity Risk Assessment**

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

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

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

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

#### **L. Applicant's Obligations under the Campaign Reform Ordinance**

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

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

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

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

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

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

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

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

#### **M. Sunshine Ordinance**

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

If the City receives a Sunshine Ordinance/ Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade

secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

**N. Public Access to Meetings and Records**

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

**O. Reservations of Rights by the City**

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

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

**P. No Waiver**

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

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

**R. Compliance with Previous Grant and Contract Requirements**

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

## S. Other Terms and Conditions

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

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

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

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

## X. CITY AGREEMENT REQUIREMENTS

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

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

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

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

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

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

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

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

### B. Contract Terms and Negotiations

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

**C. Standard Agreement Provisions**

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

Please see HSH's standard grant agreement here: <https://hsh.sfgov.org/wp-content/uploads/2023/02/G-100-Grant-Template-1-22-HSH-1-22.pdf>

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

**D. Nondiscrimination in Contracts and Benefits**

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

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

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

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

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

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

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

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

**I. Conflicts of Interest**

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

seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Applicant will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

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

**J. Insurance Requirements**

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

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

**K. Compliance with Municipal Codes**

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

**L. Compliance with Laws and Regulations**

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

**M. City's Approval Rights over Subcontractors and Subcontractor Payments**

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

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

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



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

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

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

**XI. PROTEST PROCEDURES**

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

**A. Protest Procedures**

1. Protest of Non-Responsiveness Determination

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

2. Protest of Non-Responsible Determination

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

3. Protest of Contract Award

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

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator listed below and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will

objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

Contract Administrator:

Gigi Whitley, Chief of Finance and Administration

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

## **XII. CITY SOCIAL POLICY REQUIREMENTS**

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

### **A. Proposers Unable to do Business with the City**

1. Generally, Proposers that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City’s Proposed Agreement Terms.
2. Reserved (Administrative Code Chapter 12X)
3. Administrative Code Chapter 12B  
A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.
4. Reserved (Prevailing Wage Ordinance)
5. Health Care Accountability Ordinance  
A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission’s minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. Refer to Attachment 1, City’s Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.
6. Minimum Compensation Ordinance  
A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum

compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation. For the amount of hourly gross compensation currently required under the MCO, see [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco). Note that this hourly rate may increase on January 1 of each year and that vendors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

7. First Source Hiring Program

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

8. Reserved (Sweat free Procurement)

9. Other Social Policy Provisions

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

**XIII. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS**

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

**B. LBE Subcontracting Requirements**

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