



City and County of San Francisco

Department of Homelessness and Supportive Housing (HSH) Request for Proposals (RFP) for RFP#HSH2024-147 (RFP #147) Transitional Age Youth (TAY) Health and Wellness Center
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Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals from qualified Proposers for construction and project management and ongoing operations of a Health and Wellness Center site at 888 Post St for Transitional Age Youth ages 18 to 27, who are experiencing homelessness.

Schedule¹

| | |
|--------------------------------------|--|
| RFP Issued | July 12, 2024 |
| Pre-Proposal Conference | July 18, 2024 11:00 am - 12:00 pm Pre-Proposal Meeting Link Meeting ID: 231 723 581 538 Passcode: duj8Sc |
| Deadline for Written Questions | July 19, 2024 |
| Answers and Clarifications Published | July 26, 2024 |
| Deadline to Submit Proposals | August 15, 2024 by 2:30 PM |
| Oral Presentation/Interview | September 16-19, 2024 (if necessary) |
| Notice of Intent to Award | September 26, 2024 |
| Agreement Commence | February 2025 |
| Procurement Lead | Dylan Osborne 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.

Appendices

- Appendix 1: Application Template
- Appendix 2: Budget Proposal
- Appendix 3: Minimum Qualifications
- Appendix 4: Prior Performance Form

¹ 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 Contract Terms
- Attachment 2: Proposer Questionnaire
- Attachment 3: HCAO and MCO Declaration Forms
- Attachment 4: First Source Hiring Form
- Attachment 5: Test Fit

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I. INTRODUCTION

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) to operate and deliver Health and Wellness Center services. The Health and Wellness Center will provide Transitional Age Youth (TAY) ages 18 to 27, who are experiencing homelessness, access to meals, storage space, restrooms, showers, and laundry facilities to support personal hygiene and maximize their ability to live and work in the community.

HSH intends to award one contract for ongoing Health and Wellness services through this Request for Proposals (RFP) to the Proposer that meet 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.

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 Solicitation, and in compliance with the funding requirements.

B. Anticipated Agreement Terms

The Health and Wellness Center services 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 spending exceed its estimated spend, the City may at its sole discretion change the agreement NTEs accordingly.

The estimated budget for ongoing Health and Wellness Center services is \$3,000,000 annually with up to \$300,000 of the first-year budget reserved for start-up expenses.

HSH may adjust future annual amounts to account for increases in the 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 may be prorated for the fiscal year at the agreement's start date. Payment for all services provided in accordance with the provisions under this Solicitation 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 Solicitation.

D. Reserved (Indefinite Quantity, As-Needed Contract)

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 RFP

| Term | Definition |
|------------------------------|---|
| Agreement | Refers to the City’s standard terms and conditions, scope of work, and budget for City-funded grants (G-100) for services directly benefiting the public, or contracts for professional services or products (P-600 or P-500) benefitting the City or its Departments. |
| Applicant/Proposer | Any entity submitting an application in response to this RFP. |
| Application/Proposal | A response to this RFP detailing how an Applicant will meet the requirements of this RFP. |
| Approved Budget | A budget that has been agreed upon by all required parties as configured in the workflows and ready to be used for invoicing |
| CARBON | Contract Administration, Reporting, and Billing Online (CARBON) is currently HSH’s online invoicing system. |
| City | City refers to the City and County of San Francisco. |
| Coordinated Entry (CE) | 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 to the HRS and is designed to assess, prioritize, and match people experiencing homelessness to housing opportunities. |
| 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 |
| DPW | San Francisco Department of Public Works |
| Health and Wellness Center | A place that provides non-shelter services such as showers, internet access, or case management. |
| 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. |
| 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. |
| HSA | San Francisco Human Services Agency |
| NTE | Not to exceed amount |
| ONE System | Online Entry and Navigation System is HSH’s main database for client information and referrals. |
| RFP | Request for Proposal |
| SME | Subject Matter Experts |
| Transitional Age Youth (TAY) | An individual between 18 and 27 who is experiencing homelessness. 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 RFP will depend on the service and may include 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.

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.

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

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

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

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 Policy².

II. **MINIMUM QUALIFICATION(S)**

Proposers must provide documentation that clearly demonstrates how Minimum Qualification (MQ) listed below has been met. Minimum Qualification determination will be solely based on the information submitted by the Applicant in Appendix 3: Minimum Qualification(s) and required attachments, as applicable. Each Proposal will be reviewed for initial determination on whether Proposer meets the Solicitation's Minimum Qualification(s). **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualification(s) will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet Minimum Qualification(s). Clarifications are limited exchanges between the City and Applicant and will not provide an Applicant the opportunity to revise or modify its application.

1. Proposer must demonstrate at least 2 years of experience providing services to people experiencing homelessness.

III. **BACKGROUND**

According to the 2022 Point in Time (PIT) Count and Survey, 83 percent of San Francisco's homeless TAY population, ages 18-24, was unsheltered. As part of the same PIT count, homeless youth in San Francisco were asked to self-report health conditions that may affect their housing stability or employment, of those asked, 37 percent reported having post-traumatic stress disorder (PTSD), 32 percent with psychiatric or emotional conditions, 30 percent with substance abuse, 17 percent with physical disability, 15 percent with chronic health conditions, 10 percent with traumatic brain injury, and six percent with HIV/AIDS related illness. When asked about employment/education status and access to government benefits, 50 percent of respondents reported current employment or education enrollment while 69 percent reported receiving government benefits.

Youth providers in San Francisco have been advocating for a 24/7 accessible Health and Wellness program where youth can use the shower and bathroom, sit down for a snack, see a counselor, attend a life skills group, get medical services in an atmosphere of privacy and confidentiality, and work with a trained staff to find housing and shelter, access treatment for substance use, find employment, and get the tools to protect themselves from HIV, hepatitis, overdose, and self-harm.

The City initially leased the property at 888 Post in 2020 and later purchased the building in August of 2021. Renovations began in 2020 to accommodate the Lower Polk TAY Navigation Center and were completed in early 2021. The Lower Polk TAY Navigation Center, operated by 3rd Street Youth Center & Clinic, occupies half of the 2nd floor and the entire 3rd floor. Services include intake assessment and service plan development, case management, benefits navigation, support groups social events and activities, referrals and service coordination, exit planning,

² <https://hsh.sfgov.org/wp-content/uploads/2023/01/HSH-Overdose-Prevention-Policy-2022-Update.pdf>

and emergency services. The Lower Polk TAY Navigation Center is in the early stages of the process to expand and renovate the remaining half of the 2nd floor.

IV. SCOPE OF WORK

The description below outlines key program elements and services the selected Proposer 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. Proposers 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 deliverables are met directly by its staff or through its subcontractor(s).

A. Property

The Health and Wellness Program will be located at 888 Post, a 29,670 square foot, three-story building owned by the City of San Francisco. The Lower Polk TAY Navigation Center operated by Third Street Youth Center and Clinic (Third Street) occupies the second and third floors, and the Health and Wellness Program will occupy the 1st floor. The 1st floor is approximately 8,000 square feet and is equipped with a gated driveway and separate entrance/exit that will allow the Health and Wellness Program to operate independently from the Navigation Center. Design and construction of the first floor is currently underway under the supervision of the Department of Public Works (DPW), with an estimated completion date of July 1, 2025. Please reference Appendix 5 - Test Fit to see the tentative floor plan of the space.

The awarded Proposer will not enter into a lease with the City or incur any leasing costs. They will, however, provide janitorial services, maintain the interior of the 1st floor, and coordinate with HSH Facilities for reporting and tracking of maintenance issues. Health and Wellness services can remain in the space with no time limitations at the discretion of the City.

B. Served Population

The served population is defined as TAY, ages 18 to 27, who are experiencing homelessness.

C. Scope of Services

1. Health And Wellness Program Start-up:

Proposers will have up to two months for a start-up to hire and train staff, purchase and install furniture fixtures and equipment that isn't provided by SFDPW, set up IT systems, stock client supplies for onsite amenities, and otherwise prepare the site for operations. Proposers shall describe their startup plan, including the timeframe and how startup costs shall be allocated. These funds are to be expended and the site made fully operational within 30 days of the construction completion date.

2. Health and Wellness Program Operations:

The Health and Wellness program shall provide the served population with the following amenities 7 days a week 365 days a year to support personal hygiene and maximize their ability to live and work in the community. Third Street and the awarded Proposer shall develop a Memorandum of Understanding around an integrated service model for clients of the Navigation center and Health and Wellness Center, facility maintenance, and shared responsibility for compliance with the Good Neighbor Policy. HSH encourages proposers to seek out collaborative opportunities with external partners to provide clients with goods and services. Some examples include partnerships to provide donated clothing, co-location of support services providers onsite in the form of shared office hours or support groups, or hosting art lessons and workforce development trainings provided by outside partners.

Health and Wellness Program amenities shall include:

- a. 24/7 staffing, including program monitors and safety/de-escalation staff;

- b. Access to bathrooms and storage for belongings³;
- c. Access to showers, sinks, and laundry;
- d. Clothing Closet: a place for client access to free clothing items (socks, undergarments, coats, etc.);
- e. Hair Salon;
- f. Dining Area with access to healthy snacks, tables and chairs for eating, microwaves, coffee maker, tea, etc.;
- g. Provision of hygiene and personal supplies including razors, toothbrushes, soap, shampoo, first aid, and harm reduction supplies;
- h. Computer workstations for client use;
- i. Wi-Fi internet access and charging stations;
- j. Staff work areas: Desks and/or private offices for provider employees and Department of Public Health (DPH) behavioral and medical staff (if medical clinic space is possible). Shared office space available for external partner organization staff;
- k. Security cameras;
- l. Secured front entrance;
- m. Trash, recycling, and compost area;
- n. Community space;
- o. Site lighting;
- p. Client mailboxes; and
- q. Bike racks.

3. Health and Wellness Program Services:

As part of Health and Wellness Program, the awarded Proposer shall provide the following services:

- a. Access Point: Offer Coordinated Entry assessment and problem-solving.
- b. Case Management: Offer 1:1 case management by a trained staff member in the form of strength-based support to identify short- and long-term goals, information, and linkages to community resources. Collaborate with HSH in developing a short-term Health and Wellness Center specific individual service plan model. Case Management staff shall provide individual and group health and wellness counseling and prevention services from a harm-reduction and trauma-informed care approach.
- c. Medical and Mental Health Care: Provide a space for counselors and clinicians offering prevention, assessment, crisis intervention, treatment, and linkage services for primary medical and behavioral health needs in partnership with DPH.
- d. Life Skills Group Workshops: Provide life skills group lessons on nutrition, hygiene, conflict resolution/violence prevention, housing search and tenancy, financial literacy, and other topics appropriate for youth.
- e. Workforce Development: Provide workforce development support through a dedicated Job Development Specialist position, in partnership with Human Services Agency's (HSA) Workforce Development.
- f. Operations staffing shall provide program monitoring, frequent wellness checks, safety/de-escalation of guests, janitorial services, and maintenance services.

D. Staffing Requirements:

Health and Wellness Operations:

- a. Program/Site Manager at least 1.0 Full Time Equivalent (FTE): Provide day-to-day on-site oversight of the Health and Wellness Center Program including management of staff, scheduling, budget, and contract management, and serving as the primary liaison with external partners. The Site Manager will

³ Bathrooms and storage for belongings may be shared with Navigation Center.

- provide supervision to shift supervisors and case managers (unless case manager supervision is provided by a part-time Case Management Supervisor). Candidates with a behavioral health background are preferred.
- b. Shift Supervisor at least 4.2 FTE: Provide oversight of all shift activities including CBO staffing, accountability, safety, emergency response, guest services, and guest satisfaction. There should be at least one shift supervisor per shift, seven days a week.
 - c. General Front Desk Reception at least 4.2 FTE: Provide shift coverage of front desk activities including greeting guests, providing site tours, facilitating sign up for site amenities, etc.
 - d. Monitor: Ensure guest safety and comfort, de-escalate conflicts, provide access to food, hygiene, and basic needs, coordinate shift operations and activities, keep facilities safe, clean and secure. Search guests for weapons or prohibited substances, de-escalate and prevent conflicts, keep facilities safe, clean and secure.
 - e. Safety and De-escalation staff at least 4.2 FTE: Provide shift coverage of safety and security of guests, staff and facility, perform interventions amongst guests, support case managers, check bags, log and lock weapons, perform hourly rounds throughout the facility, and monitors and/or de-escalates aggressive, explosive and hostile interactions.
 - f. Janitorial Staff: Clean facilities, empty trash, clear grounds around facilities, ensure guest bathrooms are clean, ensure high touch services are cleaned regularly, ensure facilities - both guest and staff spaces are clean and sanitized.
 - g. Case Manager at least 1.0 FTE: Manage a caseload of up to 25 guests per FTE; perform individual service need assessments; collaborate with guest to develop short term Health and Wellness specific Individual Service Plans that identify treatment needs with the primary focus on housing; create an action plan to assist the guest to accomplish their individualized goal(s); provide case management linkage services and support for housing, income, primary care, substance use treatment, behavioral health, legal, employment, clothing, and any other resources; offer to meet with the guests weekly; document individual sessions; track and ensure guest attends scheduled appointments; navigate the agency case management system; adhere to agency, state, and funder regulations; and all other duties that are assigned by the program site manager.
 - h. Problem Solver/ Access Point Specialist at least 1.0 FTE: Conduct Youth Coordinated Entry intake and assessments for guests; offer guests problem solving assistance for immediate housing solutions; perform case coordination within agency and with other CBO's; perform follow up and recordkeeping in assigned database; collaborate with program site manager to develop and implement policies for Health and Wellness Center Youth Access Point services; design individual support & transition plans with youth; and all other duties that are assigned by the program site manager.
 - i. Job Development Specialist at least 1.0 FTE: Provide individualized education and employment supports with connections to education, job and vocational training; and workforce development, social enterprise, internship/apprenticeship programs and other resources, including connection to HSA's JobsNow program. Provides skills development services to address job readiness, career coaching, and education preparation. Provide drop-in hours to address and support client's individualized needs, support/develop job readiness, effective job search strategies, and employment retention skills. Job Development Specialists shall work as well to build partnerships with employers, educational institutions, and training programs in San Francisco.
 - j. Behavioral Health Clinician: Proposer shall partner with DPH, which will provide part-time roving behavioral health clinician support to the Health and Wellness Center. The Behavioral Health Clinician will provide limited outreach services, culturally competent interventions, case management, psychotherapy, crisis intervention, and referral to appropriate community resource services such as mental health services, self-help organizations, medical care, vocational rehab, and substance use services.

E. Service Requirements:

Health and Wellness Services:

- a. Partner with other entities identified in collaboration with HSH to administer and/or support the provision of medical and mental health care.
- b. Integrate trauma informed and harm reduction principles into service delivery and agency structure as well as follow HSH overdose prevention policy.
- c. Staff who work directly with participants will participate in annual trainings on harm reduction, overdose recognition, and response.
- d. Provide access to showers, laundry, and storage for a minimum of 12 hours a day.
- e. Provide access to bathrooms 24 hours a day.
- f. Provide snacks, coffee, and tea in the dining area. Funding for meals is not available currently.
- g. Follow the Shelter Grievance Policy⁴ regarding denials of service and maintain the Shelter Standards of Care⁵, and all DPH requirements. As well as cooperating with the Shelter Monitoring Committee and other City systems that relate to shelters and navigation centers.
- h. Utilize HSH database systems including the Online Entry and Navigation (ONE) System for program enrollments and exits, case management assessments and progress notes, document readiness tracking and uploads, and outside referrals and service attainment.
- i. The program will adhere to HSH's Good Neighbor Policy maintaining a good relationship with the neighborhood including:
 - 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. Site representative will attend all appropriate neighborhood meetings;
 - iv. Site representative is available to respond to neighbors within 24 hours, if reasonable;
 - v. Minimizing the impact on the neighborhood of served population waiting to enter the site or in the immediate vicinity of the site;
 - vi. Actively monitor the site perimeter, 7 days per week;
 - vii. Actively discourage loitering in the area surrounding the site; and
 - viii. Summon law enforcement, SFHOT, HSOC, and/or DPW as needed to address safety, cleanliness, and/or encampment issues on the block.

F. Service and Outcome Objectives

The awarded Proposer shall achieve the following service objectives:

- a. Conduct daily guest count and wellness checks for 100 percent of guests;
- b. Outreach to 100 percent of participants for case management and/or job development services; and
- c. 90 percent of guests who receive case management will receive an intake and establish a short-term Health and Wellness specific care plan;
- d. 50 percent of guests seeking case management services will receive 1:1 case management support with a trained staff member to identify short- and long-term goals, information, and linkages to community resources;
- e. 90 percent of guests who are seeking case management services and do not have an active Coordinate Entry assessment shall be offered referral for Coordinated Entry assessment and/or Problem Solving;
- f. 90 percent of guests who are seeking case management services with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed;
- g. Refer 90 percent of program participants seeking case management and/or job development services to employment or education services;
- h. 50 percent of guests will complete a Quarterly Satisfaction Survey during a Proposer identified week within each quarter of the year; and

⁴ <https://sfgov.legistar.com/View.ashx?M=F&ID=10862646&GUID=EC307CF2-5D45-4971-AA78-3E7CF6C1B19F>

⁵ https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13227

- i. Engage the Drug Overdose Prevention and Education Project (DOPE) in provider quarterly Narcan trainings for clients in community.
2. The awarded Proposer shall achieve the following outcome objectives:
 - a. 75 percent of guests who complete the Quarterly Satisfaction Survey shall strongly agree or agree that they are satisfied with the services on site;
 - b. 100 percent of all staff will have completed the required HSH annual trainings;
 - c. 50 percent of guests referred to access point services will receive Coordinated Entry and/or Problem-Solving assessment;
 - d. 80 percent of participants served by case management and/or the job development specialist will be connected to employment or enrolled in post-secondary education; and
 - e. 80 percent of participants served by case management will be connected to an income/public benefits source.

G. Reporting Requirements

The awarded Proposer will provide the following:

1. A monthly report and will enter the monthly metrics in the CARBON database by the 15th day of the month following the month of service, including number of snacks served.
2. A quarterly report of activities, referencing the tasks as described in the Scope of Services, Service Objectives and Outcome Objectives sections. Proposer will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
3. An annual report summarizing agreement/s activities, referencing the tasks as described in the Description of Services, Service Objectives and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by Proposer. Proposer shall enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
4. Any Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner. Any information shared between the Proposer, HSH and other providers about clients will be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA guidelines.

V. PRE-APPLICATION INFORMATION

A. Pre-Proposal Conference

Proposers are encouraged to attend an online pre-proposal conference on July 18, 2024 at 11:00 am (PST) via Microsoft Teams at the following link:

[Join the meeting now](#)

Meeting ID: 231 723 581 538

Passcode: duj8Sc ⁶.

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

B. Proposer Questions and Requests for Clarification

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 at**

⁶ To request a Teams calendar, invite with login information to the Pre-Proposal Conference, email HSHProcurement@sfgov.org

HSHprocurements@sfgov.org no later than Written Questions Due Date. 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.

A written Questions and Answers will be executed addressing each question and answer and posted publicly. A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on HSH's Procurement Opportunities website: <https://hsh.sfgov.org/get-involved/procurements/>.

VI. PROPOSAL CONTENTS AND EVALUATION CRITERIA

| Application Section | Submittal Format | Proposer must complete/provide/respond to the following: | Evaluation Criteria | Points |
|----------------------------|------------------------------------|--|---|---------------|
| 1. Summary | Appendix 1: Application Template | Proposer Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Subcontractor information, if any. | <p>HSH will review for pass/fail:</p> <ul style="list-style-type: none"> Did applicants complete Appendix 1: Proposer Template? | Pass/Fail |
| 2. Minimum Qualification | Appendix 3: Minimum Qualifications | <p>Proposer must demonstrate the following:</p> <ol style="list-style-type: none"> At least 2 years of experience providing services to the unhoused population. | <p>HSH will review for completeness/compliance:</p> <ol style="list-style-type: none"> Did Proposer demonstrate at least 2 years of experience providing services to the unhoused population? | Pass/Fail |
| 3. Relevant Experience | Appendix 1: Application Template | <p>3.1 Describe experience providing any or all of the following services: outreach, engagement, referrals to medical and mental health care services, life skills groups, Health and Wellness services, workforce development, conducting assessments, problem-solving, wellness checks, safety/ de-escalation, and/or case management services with the goal of engaging people experiencing homelessness in voluntary services. Include in description years of experience, location of services, services provided, and populations served for each service.</p> | <p>3.1 How well does Proposer demonstrate experience providing outreach, engagement, medical and mental health care services, life skills groups, Health and Wellness services, workforce development, conducting assessments, problem solving, wellness checks, safety/ de-escalation, and/or case management services with the goal of engaging people experiencing homelessness in voluntary services? How well does Proposer’s years of experience, location of services, services provided, and populations served align with the RFP Scope of Services?</p> | 12 |
| | | <p>3.2 Describe experience maintaining professional and respectful interactions and relationships with the TAY population.</p> | <p>3.2 How well does Proposer describe experience maintaining professional and respectful interactions and relationships with the TAY population?</p> | 5 |

| | | | | |
|---------------------|----------------------------------|--|--|----|
| | | 3.3 Describe experience collaborating and coordinating with external agencies and/or providers to deliver services to people experiencing homelessness. | 3.3 How well does Proposer describe experience collaborating and coordinating with external agencies and/or providers to deliver services to people experiencing homelessness? | 5 |
| | | 3.4 Describe experience handling client crises, including crisis prevention and interventions. | 3.4 How well does Proposer describe experience handling client crises, including crisis prevention and interventions? | 12 |
| | | 3.5 Describe your agency's experience implementing harm reduction services. | 3.5 How well does proposer describe their experience implementing harm reduction services? | |
| 4. Project Approach | Appendix 1: Application Template | 4.1 Describe proposed plan for providing comprehensive case management services, individualized service plans, and coordinating referrals for offsite services to meet client's needs. | 4.1 How well does Proposer describe their plan for providing comprehensive case management services, individualized service plans, and coordinating referrals for offsite services to meet client's needs? | 17 |
| | | 4.2 Describe proposed plan for providing workforce development services, including a plan for collaborating with outside agencies. | 4.2 How well does proposer describe their plan for providing workforce development services, including a plan for collaborating with outside agencies? | |
| | | 4.3 Describe your approach to engaging and incentivizing clients in voluntary services. | 4.3 How well does Proposer describe their approach to engaging and incentivizing clients in voluntary services? | |
| | | 4.4 How will you use racial equity, trauma informed, and harm reduction approaches when providing services to guests? | 4.4 How well does Proposer describe how they will use racial equity, trauma informed, and harm reduction approaches when providing services to guests? | |
| | | 4.5 Describe history entering and maintaining client data in a central system and plan for utilizing HSH's ONE system to document the relevant services. | 4.5 How well does Proposer describe history entering and maintaining client data in a central system and plan for utilizing HSH's ONE system to document the relevant services? | |
| | | 4.6 Describe plan for collaborating with external agencies/providers to deliver services (i.e., co-location with outside organizations, shared office | 4.6 How well does Proposer describe plan for collaborating with external agencies/providers to deliver services (i.e., | |

| | | | | |
|---|--|--|---|----|
| | | hours, groups). Include 2-3 letters of support from service provider partners that will be co-located onsite if awarded. | co-location with outside organizations, shared office hours, groups etc.)? | |
| | | 4.7 Describe proposed plan to manage access for use of amenities including but not limited to: showers, laundry, etc. | 4.7 How well does proposer describe their plan to manage access for use of amenities including but not limited to showers, laundry, etc? | 5 |
| 5. Organizational Capacity, Staffing, and Relevant Experience | Appendix 1: Application Template; | 5.1 Describe organizational capacity and staffing structure needed to provide the proposed service. | 5.1 How well does Proposer describe their staffing structure and organizational capacity to provide the proposed service? | 5 |
| | Attachment 8: Organizational Chart | 5.2 Describe program staffing plan including staff titles, FTE, licenses/ certification, language capacity; roles and responsibilities; and supervision structure. Include an organizational chart to show where services will fall within the agency as Attachment 8. Include resumes of proposed Director of Programs, Case Management Supervisor, and Job Development Specialist as Attachment 9. If the above resumes are not available, please provide proposed job description(s). | 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 8, Organizational Chart, demonstrate where services will fall within the agency? How well do the resumes/job descriptions presented in Attachment 9 demonstrate staff ability to deliver the services required? | 12 |
| | Attachment 9: Resumes/Job Descriptions | 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. | 5.3 How well does Proposer demonstrate how staff will reflect the population served through lived experience? How well does Proposer demonstrate organizational growth and development plan that promotes cultural humility? | 5 |

| | | | | |
|--|------------------------------------|---|--|------------|
| | | 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. | 5.4 How well does Proposer demonstrate capacity to implement the Good Neighbor Policy included in section IV. E.9.? 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 |
| 6. Fiscal Capacity - Budget | Appendix 2: Budget Proposal | 6. All costs to the City shall be included in the payment entered in Appendix 2: Budget Proposal Template. | 6. How reasonable, appropriate, and competitive are the Proposer's project costs relative to this RFP and HSH's needs? | 12 |
| 7. Prior Performance | Appendix 4: Prior Performance Form | 7. Include any program monitoring results from granting agencies, including achievement of outcomes and objectives, findings and/or corrective action plans, response to any issued corrective action plans, and final disposition status in Appendix 4: Prior Performance Form. | 7. How well do program monitoring results demonstrate Proposer's ability to provide the scope of services? | 5 |
| Total | | | | 100 |
| 8. Oral Interview | Virtual | 8. Proposers may be invited for an oral interview/ presentation to provide additional clarification on their plan to provide the scope of services. HSH may provide questions and/or prompts prior to Oral Presentation/ Interview. | 8. How clear and well-defined were Proposers' responses to the questions? | 10 |
| Total with Bonus Points (if applicable) | | | | 110 |

VII. VENDOR SELECTION

A. Selection Overview

The City shall award agreements to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by the Evaluation Panel consisting of one or more parties with expertise related to 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 herein.

Proposers selected for negotiations are not guaranteed an agreement. This Solicitation 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 Proposers not originally selected for funding, or increase agreement amounts to awarded Proposers.

B. Additional Information

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

C. Oral Interviews

As indicated, the Evaluation Panel may hold oral interviews with the Proposers that have met the Minimum Qualifications and whose Proposals have the highest scores. Prior to Oral Interviews, the City will send an email to each invited Proposer regarding the format and general rules of the interview. The City reserves the right to limit participation in the oral interviews to Proposers' key/ lead team members and to exclude, for example, subcontractors on multiple teams. The oral 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. The Evaluation Panel may ask follow-up questions if clarification of Proposer's response is necessary. Proposers may also be scored on follow-up questions if clarification of Proposers' responses is necessary. The Evaluation Panel will proceed to evaluate each Proposal based on each Proposer's presentation and/or responses.

VIII. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS

A. How to Register as a City Supplier

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 Bidders 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 the online 12B Declaration for Article 131 (Equal Benefits Program) compliance 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.
- **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: www.sfgov.org/cmd

B. 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.

C. 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 their Written Proposal including Appendix 1: Application Template and Appendix 3: Minimum Qualifications with requested attachments in **one** PDF and Appendix 2: Budget Proposal in excel format to **HSHProcurements@sfgov.org**. The email subject must include the RFP number (RFP #147) and the Applicant organization’s name as such: RFP#147 – Applicant 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.

D. 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 Propose 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.

E. Public Disclosure

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code 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 benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a 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.

F. 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.

G. 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.

H. 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:

- **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.

I. Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing, and to the Procurement Lead if the Proposer discovers any ambiguity, discrepancy, omission, or other error in this Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

J. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

K. 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 a notification of a decision that is in favor of the protester.

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 Administration and Finance

gigi.whitley@sfgov.org

L. Proposal Term

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

M. Revision to Proposal

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal Due Date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

N. Proposal Errors and Omissions

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

O. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

P. Proposer's Obligations under the Campaign Reform Ordinance

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations

are terminated, and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at (415) 252-3100 or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

Q. 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.

R. Reservations of Rights by the City

The issuance of this Solicitation does not constitute an agreement by the City that any agreement will be awarded or executed by the City. The City expressly reserves the right at any time to:

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

S. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

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

U. Compliance with Previous Grant and Contract Requirements

Agencies submitting Proposals 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.

V. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
 - a. Any condition set forth in this Solicitation;
 - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
 - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.
6. 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 Solicitation, which may be subject to further negotiation and approvals by the City.
7. If a satisfactory agreement cannot be negotiated in a reasonable time with the awarded Proposer, then the City, in its sole discretion, may terminate negotiations and begin agreement negotiations with the next highest scoring Proposer or may continue competition among remaining Proposers without reinitiating the Solicitation process.
8. 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 Solicitation.
9. This Solicitation 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 Proposals submitted in response to this Solicitation are inadequate to satisfy its needs.

IX. CITY SOCIAL AND ECONOMIC POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social and Economic Policy Requirements"). These Social and Economic Policy Requirements can be

found in Attachments 1 and 2, City's Proposed Agreement Terms, which Proposers are encouraged to carefully review. The Social and Economic 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. Nondiscrimination Requirements

A Proposer selected pursuant to this Solicitation may not, during the term of the Contract, 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 San Francisco Labor and Employment Code Articles 131 and 132. Refer to Attachments 1 and 2, City's Agreement Terms for additional details related to the application of this Ordinance to an agreement awarded pursuant to this Solicitation.

B. Payment of Prevailing Wage

Services to be performed by an awarded Contractor under this Solicitation will involve the performance of work covered by the California Labor Code Sections 1720 and 1782, as incorporated within Section 6.22(e) of the San Francisco Administrative Code, (collectively, "Covered Services"), which is incorporated into this Agreement as if fully set forth herein and will apply to any Covered Services performed by Contractor and its subcontractors. Refer to Attachment 1 City's Proposed Contract Terms (Construction and Project Management Contract Template) for additional details related to the application of this Policy to a Grant awarded pursuant to this Solicitation.

C. Health Care Accountability Ordinance (HCAO)

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121. For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor 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 Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees 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 Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

D. Minimum Compensation Ordinance (MCO) How to Register as a City Supplier

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Proposer is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. Refer to

Attachments 1 and 2, City's Proposed Agreement Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

E. First Source Hiring Program How to Register as a City Supplier

A Proposer selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. Refer to Attachments 1 and 2, City's Proposed Agreement Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

F. Reserved (Sweatfree Procurement)

G. Non-Profit Entities

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 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.

H. Other Social Policy Provisions

Attachments 1 and 2, 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.

X. CITY AGREEMENT REQUIREMENTS

A. Agreement Terms and Negotiations

The successful Proposer will be required to enter into the Agreements attached hereto as Attachment 1, City's Proposed Contract 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.

B. Standard Agreement Provisions

Depending on the awarding department, the awarded Proposer 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>

C. Nondiscrimination in Contracts and Benefits

Awarded Proposer 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/>.

D. Conflicts of Interest

The awarded Proposer will be required to fully comply 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 awarded Proposer might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the awarded Proposer that the City has selected the Proposer.

E. 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. Below are the insurance recommendations, levels of insurance to be determined upon agreement award, including but not limited to: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness; (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; Policy must include Abuse and Molestation coverage (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (4) Cyber and Privacy Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information. 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.

F. Compliance with Municipal Codes

Awarded Proposers 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 Solicitation.

G. 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 Proposal prior to their delivery, it shall be the responsibility of the awarded Proposer 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.

H. City’s Approval Rights over Subcontractors and Subcontractor Payments

The City has approval rights over the use of all Subcontractors. Proposers must identify all current or planned subcontractors in their Proposal. All current and future subcontractors must conform to all City policies regarding subcontractors. Furthermore, each Proposer, and subsequent awarded Proposer, understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Proposer accepts responsibility for full and prompt payment to the third party. Any dispute between the Proposer 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 Proposer.

I. FEMA Emergency & Exigency Grant/Contract Requirements

The agreements awarded as a result of this Solicitation 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>.

XI. RESERVED (LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS)
