



City and County of San Francisco

Department of Homelessness and Supportive Housing (HSH) Request for Proposals (RFP) for RFP#HSH2024 - 148 (RFP #148) Sober Living Pilot Program
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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 to provide property management, master lease stewardship, and support services for unhoused adults in recovery who choose to opt in to a sober living environment to sustain their recovery.

Schedule¹

RFP Issued	July 19, 2024
RFP Re-Issued	August 2, 2024
Pre-Proposal Conference	August 9, 2024 11 am – noon RFP #148 Pre-Proposal Conference Link Meeting ID: 229 599 193 857 Passcode: Jj2BN3
Deadline for Written Questions	August 12, 2024
Answers and Clarifications Published	August 19, 2024
Deadline to Submit Proposals	Tuesday, August 27, 2024, by 2:00 pm
Oral Presentation/Interview	September 30, 2024
Notice of Intent to Award	October 5, 2024
Agreement Commence	March 1, 2025
Procurement Lead	Rachel Garcia 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

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 Grant Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: HCAO and MCO Declaration Forms
- Attachment 4: First Source Hiring Form

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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 provide sober living housing for unhoused adults, over 18, who are in recovery and opt-in to a sober living environment. Using national best practices on housing for people in recovery, HSH is looking for proposers to demonstrate how they would provide sober living housing using either a Permanent Supportive Housing (PSH) or a Long-Term Interim Housing model. Based on the housing model proposed, Proposers should describe a full complement of operations and services in their Proposal including, property management, support services, and master lease stewardship for unhoused adults, over 18, who are in recovery and opt-in to a sober living environment to sustain their recovery. Proposers should propose a site with a maximum of 25 units available for housing and services that can be operated exclusively for the program model (and does not include legacy participants/tenants).

HSH intends to award at a minimum one grant agreement through this Request for Proposals (RFP) to the Proposer that meets the Minimum Qualifications of this Solicitation and obtains the highest-ranking score.

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. Subcontracting agreements are subject to HSH's review and approval.

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

B. Anticipated Agreement Terms

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

C. Anticipated Agreement Not to Exceed Amount

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

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.

The City's maximum per unit/ per month amount available for property management and master lease costs and support services is \$5,000. Proposers estimated annual budget for all operations and services should not exceed \$1,500,000 annually, inclusive of one-time startup funds up to \$750,000.

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. The City shall not be required to provide any definite units of services, nor does the City guarantee any minimum amount of funding for the services described in this Solicitation.

D. Cooperative Agreement

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

E. Terms and Acronyms used in this RFP

Term	Definition
Agreement	Refers to the City’s standard terms and conditions, scope of work, and budget for City-funded grants (G-100) for services directly benefiting the public, or contracts for professional services or products (P-600 or P-500) benefitting the City or its Departments.
Applicant/Proposer	Any entity submitting an application in response to this RFP.
Application/Proposal	A response to this RFP detailing how an Applicant will meet the requirements of this RFP.
Approved Budget	A budget that has been agreed upon by all required parties as configured in the workflows and ready to be used for invoicing
CARBON	Contract Administration, Reporting, and Billing Online (CARBON) is HSH’s current online invoicing system.
City	City refers to the City and County of San Francisco.
Coordinated Entry	Coordinated Entry (CE) provides a streamlined process and standardized prioritization method to match clients to the right resource, including housing, to end their crisis. CE is the front door of the City’s Homelessness Response System.
DMACC Zone	San Francisco’s Drug Market Agency Coordination Center ² area around Tenderloin and South of Market.
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.
ISP	Individual Service Plan. The ISP is the written details of the supports, activities, and resources required for the individual to achieve personal goals. The ISP is developed to articulate decisions and agreements made during a person-centered process of planning and information gathering. The general welfare and personal preferences of the individual are the key consideration in the development of all plans.
NARR	National Alliance for Recovery Residences, a national nonprofit organization that sets standards for quality recovery-focused living environments

² [SF DMACC](#)

Term	Definition
Long-Term Interim Housing	Low-barrier, time-limited housing model that is less restrictive than inpatient treatment settings but still has a high level of services and support for participants recovering from substance use. Participants must at least have an occupancy agreement. Participants can have their unit/bed reserved should they relapse. The length of stay is generally 24 months but can be shorter or longer depending on the program model.
NTE	Not-to-exceed amount
ONE System	Online Entry and Navigation System is HSH's main database for client information.
Permanent Supportive Housing (PSH)	Subsidized rental housing without time limits and with intensive on-site Supportive Services to help participant maintain housing and meet their personal goals. Permanent Supportive Housing is designed to house individuals with the greatest housing barriers and highest service needs.
Property management	The management of the program's facility, including oversight of the property's maintenance, janitorial and repair services; supervision of property management, janitorial, and maintenance staff; coordination of participant intake; handling the signing of lease agreements/participant agreements and other tasks related to the placement process; handling complaints; emergencies and lease/program violations; rent collection and tenancy records (if applicable to the housing model); evictions/denials of service; and room preparations and move-outs. Property management is required to coordinate and collaborate with Support Services staff.
Recovery	A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.
RFP	Request for Proposal
SAMHSA	Substance Abuse and Mental Health Services Administration, an agency within the U.S. Department of Health and Human Services
Sober Living	A supportive living environment designed for individuals recovering from a substance use disorder in a structured drug and alcohol-free setting conducive to maintaining sobriety.
Support services	Intake and assessment, case management, benefits counseling and advocacy, referrals and counseling services including the development of an individualized participant services plan that assists participants in obtaining transitional and/or permanent housing, employment, health care, substance abuse and mental health treatment and educational services.
Participant	An individual that resides in Sober Living housing.

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 its Homelessness Response System 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, which have led to vastly disproportionate levels of homelessness for communities of color, LGBTQIA+, 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 improved 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. Service Delivery Model

The awarded applicants for Sober Living Pilot Program shall appropriately apply evidence-based practices for recovery and addressing homelessness including following all applicable laws pertaining to the proposed housing model, such as the Housing First principles cited in the [California Welfare and Institutions Code Section 8255](#). The U.S. Department of Housing and Urban Development (HUD) suggests in its [Recovery Housing Policy Brief](#), that when administered in alignment with national best practices and in coordination with a community that has adopted Housing First principles, Housing First and Recovery Housing might not be in conflict so long as entry into the program is based on the choice of the participant. To that end, HSH in collaboration with the awarded Proposer and experts in the field are looking to discover through this pilot program, if there is way that these two service approaches can co-exist. HSH, however, does call for the awarded Proposer to provide sober living housing that includes low barrier access and honoring participants choice to live in a recovery environment. Understanding that relapse is a part of a client's recovery journey, Proposers must demonstrate how they would support clients who opt-in to sober living housing based on evidence-based practices including partnering with HSH and City's Homelessness Response System network to transfer clients to a more appropriate housing type when a recovery environment is no longer serving their needs.

I. Best Practices for Recovery Housing

In 2023, the Substance Abuse and Mental Health Services Administration (SAMHSA) drafted [Best Practices for Recovery Housing](#) in response to the Consolidations Appropriations Act of 2023, which requires the federal agency to make best practices publicly available on its website. This document is intended to serve as a tool to help recovery housing operators “reduce the instances of overdoses, and promote long term recovery substance use and co-occurring disorders” (SAMHSA, 2023). HSH seeks to provide a continuum of housing options to suit the needs of people experiencing homelessness throughout San Francisco. HSH recognizes that sober living/recovery housing models may apply overdose prevention practices that may differ from the traditional application of HSH’s overdose prevention policy. HSH is seeking Proposers that can practically apply the best practices put forth by SAMHSA and other evidence-based practices to demonstrate a housing model to serve as a sober living environment and build the capacity of the Homelessness Response System (HRS) to offer a continuum of housing options to support the unique needs of people experiencing homelessness.

II. **MINIMUM QUALIFICATIONS**

Proposers must provide documentation that clearly demonstrates each 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 Qualifications and required attachments, as applicable. Each Proposal will be reviewed for initial determination on whether Proposer meets the Solicitation’s Minimum Qualifications. **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 clarifications from Proposers prior to rejecting a Proposal for failure to meet 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.

1. Proposer must demonstrate at least two years of experience operating a sober living, recovery housing, or residential treatment program.
2. Proposer must demonstrate at least two years of experience providing housing stability support to formerly unhoused individuals and/or individuals in recovery.
3. Proposers shall include a Letter of Intent (LOI) with the building owner that includes the proposed rent amount and terms. HSH will not accept proposals which include a building with legacy tenants or guests.

III. **BACKGROUND**

In calendar year 2023, more than 27 percent, approximately 3,197 of PSH participants in HSH-funded sites identified as having a substance use disorder and many tenants are in recovery for substance use disorders. However, much of HSH’s PSH stock for adults is located in San Francisco’s Drug Market Agency Coordination Center (DMACC) zones with a heavier concentration of illicit drug activity. Additionally, individuals who complete substance use disorder treatment at a transitional housing or treatment program may experience challenges in finding more permanent housing that can result in a return to homelessness. People in recovery may be triggered by substance use nearby and may prefer environments without substance use to sustain their recovery. HSH’s current housing program models do not include sobriety requirements and individuals are more likely to encounter triggers in DMACC zones that can lead to relapse. Offering a sober living housing model fills a gap in the San Francisco HRS for people who are recovering from substance use disorder and whose needs are best met in a sober living environment with long-term housing.

After assessing the existing continuum of residential settings suitable for homeless individuals with substance use disorders, HSH identified a need to explore new models including recovery living environments. HSH will pilot the sober living housing model through this RFP, and if proven successful, will be used to replicate services to expand housing options in San Francisco.

IV. SCOPE OF WORK

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. Location and Site

Proposers shall identify a proposed site for the Sober Living Housing Program with a maximum of 25 units available for program participants. Proposers shall include a Letter of Intent (LOI) with the building owner that includes the proposed rent amount and terms. HSH will not accept proposals which include a building with legacy tenants or guests.

The housing site should be located outside of the DMACC zones of Tenderloin and South of Market neighborhoods. The location should be sited in a residential neighborhood with access to amenities such as transportation, work opportunities, recreation, and social/health services.³

HSH anticipates a startup period of up to four months for the awarded Proposer to execute a Master Lease with the building owner, hire and train staff, prepare the program building for participant and staff, and program enrollment and/or participant lease up depending on the proposed housing model. Proposers shall describe their startup plan, including number of months needed for startup and how one time startup costs will be allocated.

B. Served Population

Services shall serve adults, 18 years and older, without custody of minors under 18 years of age, who are currently experiencing homelessness or currently residing in PSH unit, stable in their recovery, and are opting to move into a sober living environment. The Sober Living program can also serve PSH participant with transfer requests. Services are designed for adults active and stable in their recovery for at least one year, who opt-in to a sober living environment to support their sustained recovery in a more structured, peer-accountable, and supportive living environment.

C. Referral and Prioritization

In collaboration with the awarded Proposer, HSH will develop a prioritization system that includes receiving participants from the homelessness response system including through Coordinated Entry (CE) referrals and referrals from PSH. HSH will make the final determination of the referral and prioritization criteria based on collaborative discussions with the awarded proposer.

D. Scope of Services

1. Property management and master lease stewardship services: Property management and master lease stewardship services shall include but are not limited to the following:
 - a. Property Management: Set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.

³ National Alliance for Recovery Residences (NARR) National Standard 3.0 Compendium [NARR-National-Standard-3.0-Compendium.pdf](#)

- b. Building Maintenance: Maintain the facility in sanitary and operable condition, post protocol and forms for participant requests for maintenance or repairs, and respond to requests in a timely manner. Building maintenance shall include the following services:
 - i. Janitorial services in common areas, offices, and shared-use restrooms and shower facilities;
 - ii. Regular removal of garbage/ trash from designated trash areas and maintenance of these areas as clean and functional;
 - iii. Pest control services, as needed;
 - iv. Maintenance and repair of facility systems, plumbing, electrical;
 - v. Building security;
 - vi. Ensure units pass Housing Quality Standards (HQS) inspections according to the HSH HQS Inspections Policy; and
 - vii. Preparation of apartments for participant move-in and move-out.
 - c. Coordination with support services: If a participant is facing housing instability, coordinate with Support Services staff to find creative ways to engage with participant to prevent housing loss. Work with Support Services staff in communicating with and meeting with participant regarding behaviors and issues that put the participant at risk for housing instability. Participate in regular coordination meetings with Support Services to review participant at risk for eviction and strategize on how to support participant in maintaining their housing.
 - d. Wellness Checks and Emergency Safety Checks: Conduct Wellness Checks and/or Emergency Safety Checks in accordance with HSH policy, internal agency policies and participant laws to assess a participant's safety when there is a reason to believe the participant is at immediate and substantial risk due to a medical and/or psychiatric emergency.
 - e. Front Desk Coverage: Provide front desk coverage 24 hours per day, seven days per week including holidays.
 - f. Exit Planning: Notify support services staff when participant gives notice to leave housing and keep a record of each participant's forwarding address, whenever possible. Provide exit information to support services to complete the participant's program exit in HSH designated system/s.
 - g. Ensure the building meets all applicable health, safety and building codes and passes a Housing Quality Standards inspection as of the master lease effective date.
 - h. Provide HSH with a copy of the master lease agreement and any amendments. Obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.
 - i. Maintain all Lessee responsibilities and coordinate with the Landlord to meet owner's obligations, including maintenance and capital needs.
 - j. Promptly notify HSH of any default, failure to exercise an option to extend or other situation which could impact the term of the master lease agreement.
2. Support Services: Support services should be driven by national best practices put forth by SAMHSA. The SAMHSA guidelines reference the National Alliance for Recovery Residences' best practices for a model that is flexible based on the needs of the participant and the type of recovery housing the operator is providing. The model suggests that the services are dependent on the environment. HSH is seeking an organization to run the facility which falls under NARR's Recovery Levels of Support for a Level III or IV model. The type of supportive services offered in this environment includes but are not limited to:
- a. Peer run groups
 - b. Peer support
 - c. Case management that focuses on housing retention and relapse recovery
 - d. Individual service plan that includes relapse recovery planning
 - e. Linkages to clinical support
 - f. Linkages to employment

- g. Linkages to education (adult education, trade school, post-secondary education)
- h. Life skills development
- i. Onsite recovery activities
- j. Connections to detox and outpatient treatment
- k. Medication assisted treatment
- l. Intakes and Assessment
- m. Benefits advocacy
- n. Wellness and Emergency Safety Checks
- o. Supportive Exit Planning (for clients who chose to opt out of a sober living environment and or are moving on)

E. Service Requirements

1. Property management and master lease stewardship services

The awarded Proposer shall:

- a. Facilities: Maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards. Maintain compliance with all applicable Americans with Disabilities Act (ADA) requirements. Notify HSH immediately in the event it is given notice of violations by the Department of Building Inspection (DBI), Department of Public Health (DPH), or another City agency.
- b. Disaster and Emergency Response Plan: Develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Update the Agency/site(s) plan as needed and train all employees regarding the provisions of the plan for their Agency/site(s).
- c. Record Keeping and Files: Record Keeping and Files: Update unit and applicant referral status information in the ONE System in accordance with HSH policy and instruction.
 - i. Maintain confidential participant files on the served population, including signed lease agreement and addenda, notices or lease violations issued to the participant, copies of payment plans or other agreements to support housing stability.
 - ii. Track receipt and completion of maintenance work orders.
 - iii. Maintain all eligibility and inspection documentation in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.

2. Support Services

The awarded Proposer shall:

- a. Supervision: Provide Support Services staff with supervision and case management conferencing, as needed, to ensure appropriate case management, counseling and referral services are provided to participant.
- b. Case Conferences: Initiate and participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participant's progress.
- c. Record Keeping and Files: Maintain confidential participant files that document the services and supportive work provided for the purpose of tracking and reporting objectives and outcomes.
 - i. Maintain program enrollment, annual status updates and program exit information in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.
 - ii. Maintain a program roster of all current participant in the ONE System.
 - iii. Maintain services information in the ONE System, including information on participant receiving eviction notices, as instructed by HSH.

- iv. Maintain confidential files on the served population, including developed plans, notes, and progress as described in the Description of Services and Service Requirements.

F. Program Services

The award Proposer shall:

- a. To create a holistic and integrated model of recovery: Integrate best practices for recovery housing as outlined by SAMHSA⁴, including principles of the social model of recovery as defined by NARR⁵. Staff who work directly with participant will participate in regular trainings on best practices in recovery housing.
- b. Establish additional housing rules and transparent policies related to fostering a recovery-oriented environment. These shall be aligned with the NARR and SAMHSA best practices on policies related to sobriety maintenance, relapse prevention, medication compliance, drug screening, participant code of conduct, etc., as well as reviewed by staff before adoption. Review their current house rules to ensure that they are aligned with any additional rules and policies, and make appropriate changes, if needed, with HSH approval.
- c. Provide on-site support services that establish a recovery-oriented environment including community meetings, peer recovery supports including “buddy systems”, linked with mutual support groups and clinical services in the community, peer or professional life skills training, and peer recovery support services.
- d. Develop linkages to community treatment and recovery teams to add support that enhances and complements on-site support services.
- e. Proposers should include an approach to medication assisted treatment on site (see guidance from NARR National Standard Compendium – NARR Position Statement on Medication-assisted Treatment).
- f. Language and Interpretation Services: Ensure that translation and interpreter services are available, as needed. Address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website:
<https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- g. Admission Policy: Admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- h. Grievance Procedure: Establish and maintain a written Grievance Procedure for participant, which shall include, at a minimum the following elements:
 - i. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - ii. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - iii. The amount of time required for each step, including when a participant can expect a response; and
 - iv. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the participant to contact after the participant has exhausted Grantee’s internal Grievance Procedure.
At program entry, review and provide a copy of this procedure, and any amendments, to each participant and obtain a signed copy of the form from the participant, which must be maintained

⁴ SAMSHA Best Practices for Recovery Housing <https://store.samhsa.gov/sites/default/files/pep23-10-00-002.pdf>

⁵ NARR Best Practices <https://narronline.org/wp-content/uploads/2024/05/NARR-National-Standard-3.0-Compendium.pdf>

- in the participant's file. Post the policy in a location visible to participant and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.
- i. Feedback, Complaint, and Follow-up Policies: provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:
 - i. A complaint process, including a written complaint policy informing the served population on how to report complaints; and
 - ii. A written annual survey to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Offer assistance to the served population with survey completion if the written format presents any problem.
 - j. City Communications, Trainings and Meetings: Keep HSH informed of program operations and comply with HSH policies, training requirements, and participate in meetings, including, but not limited to:
 - i. Regular communication to HSH about the implementation of the program;
 - ii. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings; and
 - iii. Attendance at trainings (e.g., overdose prevention training), when required by HSH. Ensure all site-based or participant-facing staff and subcontractors are onboarded and trained to perform the services in accordance with Housing First, Harm Reduction, Recovery Housing, and Trauma-Informed Principles.
 - k. Coordination with Other Service Providers: Establish written agreements with other service providers that are part of the site care team to formalize collaboration and roles and responsibilities.
 - l. Critical Incidents: Report critical incidents in accordance with HSH policies/procedures. Critical incidents shall be reported using the online [Critical Incident Report \(CIR\) form](#) within 72 hours of the incident. In addition, critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the HSH Program Manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.
 - m. Good Neighbor Policy: Maintain 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. Management staff are available to respond to neighbors within two business days;
 - iv. Have a representative attend all appropriate neighborhood meetings;
 - v. Participate in community/neighborhood events in partnership with the local community benefit district as appropriate;
 - vi. Provide staff training in de-escalation and crisis response, including having written policies and protocols for contacting law enforcement, San Francisco Homeless Outreach Team (SFHOT), Healthy Streets Operation Center (HSOC), Department of Public Works (DPW), and/or crisis response teams as needed; and
 - vii. Create and offer a "good neighbor" onboarding for participant as they move in that outlines community resources, community norms, and expectations.
 - n. Record Keeping and Files: Update unit and applicant referral status information in the ONE System in accordance with HSH policy and instruction.
 - i. Maintain confidential participant files on the served population, including signed lease agreement and addenda, notices or lease violations issued to the participant, copies of payment plans or other agreements to support housing stability.
 - ii. Track receipt and completion of maintenance work orders.
 - iii. Maintain all eligibility and inspection documentation in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.

- o. Data Standards: Ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process⁶, including but not limited to:
 - i. Entering all participant data within three working days (unless specifically requested to do so sooner);
 - ii. Ensuring accurate dates for participant enrollment, participant exit, and participant move in (if appropriate); and
 - iii. Running monthly data quality reports and correcting any errors.
 - iv. Records entered into the ONE system shall meet or exceed the ONE System CDQI Process standard.
 - v. Enter data into the ONE System and may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, submit the monthly, quarterly and/or annual metrics into the CARBON database. Changes to data collection or reporting requirements shall be communicated to via written notice at least one month prior to expected implementation.
 - vi. Any information shared between awarded Proposer, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
 - vii. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

G. Staffing Requirements

1. Property management and master lease stewardship

The awarded Proposer shall maintain appropriate staffing levels including the following positions:

 - a. Property Manager: 1.0 Full Time Equivalent (FTE) Property Manager
 - b. Front Desk Clerks: 5.0 Front Desk Clerks FTE to ensure 24-hour coverage daily, including weekends, holidays, and backup coverage.
 - c. Janitor/s
 - d. Maintenance/ Facility staff
2. Support services
 - a. Clinical Supervisor: 1.0 FTE to support staff with knowledge of community-based organizations that offer recovery, abstinence, and relapse prevention support, review participant Individual Service Plans (ISP), conduct staff one on one supervision, staff training, provide and/or assist with crisis support as needed, and provide consultations with Case Managers and Peer Support Specialists. Clinical Supervisor shall possess a background in clinical social work, psychology, or a similar field and shall be certified or working towards certification/s for California Alcohol and Drug Counselor (CADC), Substance Use Disorder Certified Counselor (SUDCC), Certified Addiction Treatment Counselor (CATC), Licensed Advanced Alcohol Drug Counselor (LAADC), or have equivalent specialized experience and training working with people in recovery from Substance Use Disorder.
 - b. Case Managers: 2.0 FTE Case Manager FTE to maintain a 13:1 client to case manager ratio. Case Managers shall complete comprehensive intake and assessment of participant at the time of move-in; conduct ongoing meetings and counseling to establish goals, develop ISPs with specific milestones that are participant-driven and recovery-oriented; provide referrals and linkages as needed, conduct outreach to participant, coordinate with external resources and providers to

⁶ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

support participant; organize group and community events for participant; coordinate with property management to ensure housing stability of all participant using a Housing First, harm reduction, trauma informed, and holistic and integrated recovery approaches. Case managers shall also be able to support in the Peer Support Specialists' assigned roles when coverage is needed. HSH prefers Case Managers have or are working towards certification such as CADAC, SUDCC, CATC, LAADC, or have equivalent specialized experience and training to support people in recovery.

- c. Peer Support Specialists: Proposers shall include at least 1.0 FTE and may propose additional FTE to conduct activities such as counseling, support groups, recovery curricula, community-building, and other on and off-site activities aligned with evidence-based recovery models such as: Recovery in Motion, SAMHSA, and NARR identified best practices.

H. Service Objectives

1. Property management and master lease stewardship services:
 - a. Ensure that each unit, upon turnover, is clean and/or repaired within 21 days, on average.
 - b. Ensure that new participant move-ins occur within 30 days of referral.
 - c. Collect at least 90 percent of participant portions of monthly rent from occupied units.
 - d. Maintain an occupancy rate of at least 93 percent.
2. Support services:
 - a. 100 percent of participants must be assessed for benefits within 7 days of move-in and start the process for benefits establishment who do not have them and are eligible.
 - b. In an instance of a participant relapse, proposer must implement all steps it is responsible for as part of the individual relapse plan, at least once per incident.
 - c. 100 percent of participants receive comprehensive discharge planning beginning at the initial assessment.
 - d. 100 percent of participants receive an Individual Service Plan that includes relapse recovery planning.
 - e. 90% of participants who have income of any kind maintain their income.
 - f. 30% of participants who do not have income obtain income (via employment and/or benefits establishment).

I. Reporting Requirements

The awarded Proposer shall input data into systems required by HSH, such as ONE System and CARBON.

1. When required, enter participant data in the ONE system.
2. Report vacancies to HSH in a timely fashion according to established procedures and process all participant referrals in the pre-established timeframe.
3. On a monthly basis, enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the month of service.
 - a. The occupancy rate;
 - b. The number of unduplicated participants actively outreached to by Support Services staff at least once during the month; and
 - c. The number of lease/program rule violations issued for the month and the number of lease/program rule violations for which Support Services staff outreached to participant to offer support.
 - d. The number of participants who relapse, including the number of participants who experience a repeated relapse. For relapse incidents, provide details on the outcome (i.e., returned to the program, referred to detox services, enrolled in a treatment program, exited the program, etc.) and the percentage who re-engaged in recovery within 30 days.
 - e. The number of participants who participated in at least one recovery-oriented or community-based activity in the previous month.

4. On a quarterly basis, enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each quarter:
 - a. The number and percentage of participant to whom awarded Proposer completed an assessment for primary medical care, mental health and substance use treatment needs within 30 days of move-in;
 - b. The number and percentage of participant who awarded Proposer completed a benefits assessment within 30 days of move-in;
 - c. The number of lease/program rule violations property management issued and shared with support services for the quarter and the number of outreach attempts related to lease/program rule violations conducted by support services;
 - d. The number and percentage of participants with a Service Plan, and of those the percentage reviewed on a monthly basis.
 - e. The number and percentage of participant with planned exits from the program to whom awarded Proposer outreached to engage in comprehensive discharge planning;
 - f. The number and percentage of participant lease violations resolved without loss of housing to participant; and
 - g. The average number of days to turn over units.
 - h. The number and percentage of participants who completed a written survey to provide feedback on the type and quality of program services. Please include survey results on what participants reported regarding the quality and satisfaction with both support services and property management services.
5. On an annual basis, enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each year:
 - a. The number and percentage of participant who maintained their housing for a minimum of 12 months, moved to other permanent housing, or were provided with more appropriate placements;
 - b. The number of participants who achieved at least three milestones in their individual service plan during the year;
 - c. The number of participants showing housing instability that remained housed.
6. If applicable to proposed housing model, participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Participant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Provide information on evictions and eviction notices issued to households residing in City-funded housing to Support Services to enter into the ONE System. Verify the accuracy of eviction reporting data in the ONE System quarterly and shall review the annual eviction report prior to submission to HSH. Adhere to all deadlines for submission as required by HSH.
7. Submit Project Descriptor data elements as described in the U.S. Department of Housing and Urban Development (HUD)'s latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.
8. Provide information for an annual report on client enrollment in public benefits per the Administrative Code Article VI, Section 20.54.4(c) - Permanent Supportive Housing – Enrollment in Social Services https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-11877, as instructed by HSH.
9. Participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of services. 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 awarded Proposer within 30 working days of receipt of any evaluation report and such response will become part of the official report.

10. Provide reports as required by the Opioid Settlement Fund via the California Department of Health Care Services and respond to requests in a timely manner.
11. Provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.

V. PRE-APPLICATION INFORMATION

A. Pre-Proposal Conference

Applicants are encouraged to attend an online pre-proposal conference on August 9, 2024 from 11am to noon via Microsoft Teams at the following link:⁷

[RFP #148 Pre-Proposal Conference Link](#)

Meeting ID: 229 599 193 857

Passcode: Jj2BN3

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 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/>.

⁷ To request a Teams calendar, invite with login information to the Pre-Proposal Conference, email HSHProcurement@sfgov.org

VI. PROPOSAL CONTENTS AND EVALUATION CRITERIA

Proposal Section	Submittal Format	Applicant must complete/ provide/ respond to the following	Evaluation Criteria	Points
1. Summary	Appendix 1: Application Template	1.1 Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Collaboration Information, if any	HSH will review for pass/ fail: <ul style="list-style-type: none"> • Did Proposer complete Appendix 1: Applicant Template? 	Pass/ Fail
2. Minimum Qualifications	Appendix 3: Minimum Qualifications and Appendix 5: Building Owner LOI	2.1 Proposer must demonstrate at least two years of experience operating a sober living, recovery housing, or residential treatment program. 2.2 Proposer must demonstrate at least two years of experience providing housing stability support to formerly unhoused individuals and/or individuals in recovery. 2.3 Proposers shall include a Letter of Intent (LOI) with the building owner that includes the proposed rent amount and terms. HSH will not accept proposals which include a building with legacy tenants or guests.	2.1 Does Proposer demonstrate at least two years of experience operating a sober living, recovery housing, or residential treatment program? 2.2 Does Proposer demonstrate at least two years of experience providing housing stability support to formerly unhoused individuals and/or individuals in recovery? 2.3 Does Proposer include a Letter of Intent (LOI) with the building owner that includes the proposed rent amounts and terms for a building without legacy tenants or guests?	Pass/ Fail
3. Relevant Experience	Appendix 1: Application Template	3.1 Describe experience providing property management and master lease stewardship services including eviction prevention, and leasing and management of a residential building. Include years of experience, location of services, services provided, and populations served. 3.2 Describe experience providing support services including peer run services, case management, linkages to additional resources and services, and onsite services. Include years of experience, services provided, and populations served.	3.1 How well does Proposer describe and demonstrate experience in property management and master lease stewardship services including eviction prevention, and leasing and management of a building? How well does Proposer’s years of experience, location of services, services provided, and populations served align with the Scope of Work? 3.2 How well does Proposer describe and demonstrate experience providing support services including peer run services, case management, linkages to additional	15

		3.3 Describe experience collaborating and coordinating with external agencies and/or providers to deliver property management, master lease stewardship, and support services.	resources and services, and onsite services? How well does Proposer’s years of experience, location of services, services provided, and populations served align with the Scope of Work? 3.3 How well does Proposer describe and demonstrate experience collaborating with external agencies and/or providers to deliver property management, master lease stewardship, and support services?	
		3.4 Describe experience working with unhoused and/or formerly unhoused populations, people in substance use recovery, and/or formerly unhoused populations in recovery. Include services provided and years of work. 3.5 Describe experience utilizing community-based resources and recovery approaches that support participant’s progress to meeting their goals.	3.4 How well does Proposer demonstrate and describe experience working with unhoused and/or formerly unhoused populations, people in substance use recovery, and/or formerly unhoused populations in recovery? 3.5 How well does Proposer demonstrate and describe experience with utilizing community-based resources and recovery approaches that support participants in meeting their goals?	5
		3.6 Describe experience utilizing evidence-based recovery models such as Recovery in Motion, SAHMSA, and/or NARR.	3.6 How well does Proposer demonstrate and describe their experience utilizing evidence-based recovery models such as Recovery in Motion, SAHMSA, and/or NARR?	10
4. Program Approach	Appendix 1: Application Template	4.1 Describe proposed site including location outside of the DMACC zone, number of units, and building and neighborhood amenities such as security, community building/ meeting space, and proximity to transportation.	4.1 How well does Proposer describe proposed site including location outside of DMACC zone, number of units, and building and neighborhood amenities such as security, community building/ meeting space, and proximity to transportation?	10
	Appendix 1: Application Template	4.2 Describe proposed plan to deliver property management and master lease stewardship services in alignment with the Scope of Work. 4.3 Describe proposed plan to provide support services driven by national best practices. Including peer run groups and supports, case	4.2 How well does Proposer describe their plan to deliver property management and master lease stewardship services in alignment with the Scope of Work? 4.3 How well does Proposer describe their plan to provide support services driven by national	25

		<p>management, linkages to services and resources, onsite recovery activities, and medication assisted treatment.</p> <p>4.4 Describe the transfer process for participants to a more appropriate housing type when a recovery environment is no longer serving their needs, including linkages to services.</p> <p>4.5 Describe how housing first principles will be applied in a sober living environment.</p> <p>4.6 Describe plan for providing services that align with evidence-based and best practices such as Recovery in Motion, SAHMSA, and/or NARR.</p>	<p>best practices including peer run groups and supports, case management, linkages to services and resources, onsite recovery activities, and medication assisted treatment?</p> <p>4.4 How well does Proposer describe the transfer process for participants to a more appropriate housing type when a recovery environment is no longer serving their needs, including linkages to services?</p> <p>4.5 How well does Proposer describe how housing first principles will be applied in a sober living environment?</p> <p>4.6 How well does Proposer describe their plan for providing services that align with evidence-based recovery models such as Recovery in Motion, SAHMSA, and/or NARR, including plan to provide medication support/ medication assisted treatment on site??</p>	
5. Organizational Capacity and Staffing	<p>Appendix 1: Application Template</p> <p>Appendix 6: Organization Chart</p> <p>Appendix 7: Job Descriptions</p>	<p>5.1 Describe organizational capacity and staffing structure needed to provide service including any relevant certifications and/or any certifications the organization intends to obtain Include Organizational Chart to illustrate where the program will sit within the organization as Appendix 6: Organizational Chart.</p> <p>5.2 Describe program staffing plan including staff titles; FTE; licenses and/ or certifications, including any certifications working towards or intending to obtain; language capacity; roles and responsibilities; and supervision structure. Include job descriptions of key staff including Property Manager, Clinical Supervisor, Case Manager, and Peer Support Specialist as Appendix 7: Job Descriptions.</p>	<p>5.1 How well does Proposer describe organizational capacity and staffing structure to provide services? How well does Attachment 7: Organizational Chart demonstrate where the program will sit within the organization?</p> <p>5.2 How well does Proposer describe their staffing plan including staff titles, FTE, licenses/ certifications, language capacity, roles and responsibilities, and supervision structure? How well do Attachment 8: Job Descriptions incorporate staffing requirements?</p> <p>5.3 How well does Proposer describe staff experience in recovery settings and how staff will reflect the population served?</p> <p>5.4 How well does Proposer demonstrate capacity to implement the Good Neighbor</p>	15

		<p>5.3 Describe staff experience in recovery settings and how they will reflect the population served.</p> <p>5.4 Describe capacity and plan to implement the Good Neighbor Policy and work in partnership with neighboring residents and businesses to ensure the program has a positive impact on the community.</p> <p>5.5 Describe plan to evaluate the success of services.</p>	<p>Policy and work in partnership with neighboring residents and businesses to ensure the program has a positive impact on the community?</p> <p>5.5 How well does Proposer describe the plan to evaluate the success of services?</p>	
6. Prior Performance	Appendix 4: Prior Performance	6. Include prior performance for a similar program including achievement toward agreed upon outcomes and deliverables, findings and/or corrective action plans, and response to any issued corrective action plans during a specific program period.	6. How well do prior performance results demonstrate Proposer's ability to provide the Scope of Work?	10
7. Budget	Appendix 2: Budget Proposal Template	7. All costs to the City shall be included in the payment entered in Appendix 2: Budget Proposal Template.	7. How reasonable, appropriate, and competitive are the Proposer's project costs relative to this RFP and HSH's needs?	10
Total				100
Bonus: Oral Interview/ Presentation	Virtual	The top 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.	How clear and well-defined were Proposers' responses to the questions?	10
Total with Bonus Points (if applicable)				110

IX. VENDOR SELECTION

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

A. Selection Overview

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to 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 Applicants 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 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.

VII. 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 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 as an excel to **HSHProcurements@sfgov.org**. The email subject must include the RFP number (RFP #148) and the Applicant organization's name as such: RFP#148 – 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 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.

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 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, Deputy Director for 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 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.

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 the 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.

VIII. 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 Attachment 1, 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 Attachment 1, City's Contract Terms for additional details related to the application of this Ordinance to an agreement awarded pursuant to this Solicitation.

B. Reserved. (Payment of Prevailing Wage).

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

The 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 Attachment 1, City's Contract 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 Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

F. Reserved. (Sweat free 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

Attachment 1, City's Contract 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.

IX. CITY AGREEMENT REQUIREMENTS

A. Agreement 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.

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 \$5,000,000 to \$10,000,000 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; (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; and (5) Crime Liability or Fidelity Bond covering officers and employees against dishonesty with respect to the Funds of no less than \$1,000,000 with any deductible not to exceed \$5,000 each loss, including the City as additional obligee or loss payee, provided that the Grantee shall be solely responsible for the costs of such deductible. 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>.

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