



City and County of San Francisco

Department of Homelessness and Supportive Housing (HSH) Request for Proposals (RFP) for RFP#HSH2024-150 (RFP #150) – Jerrold Commons
Contact: Dylan Osborne | HSHProcurements@sfgov.org

Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals from qualified Proposers for operation of a new shelter program located at 2177 Jerrold Avenue in the Bayview. The program will serve adults experiencing homelessness in a low-barrier mixed-mode setting between cabins and vehicle spaces.

Schedule¹

RFP Issued	August 29, 2024
Pre-Proposal Conference	September 5 th , 2024 9:00-10:00 am Join the meeting now Meeting ID: 256 494 756 271 Passcode: kx2UZb
Deadline for Written Questions	September 6, 2024
Answers and Clarifications Published	September 13, 2024
Deadline to Submit Proposals	September 27, 2024, by 2:00 pm
Oral Presentation/Interview	October 29, 2024 (if necessary)
Notice of Intent to Award	November 6, 2024
Agreement Commence	February 2025
Procurement Lead	Dylan Osborne hshprocurements@sfgov.org

Limitation on Communications

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

Appendices

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

Attachments

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

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

Table of Contents

I.	INTRODUCTION	6
A.	<i>Intent</i>	6
B.	<i>Anticipated Agreement Terms</i>	6
C.	<i>Anticipated Agreement Not to Exceed Amount</i>	6
D.	<i>Reserved (Indefinite Quantity, As-Needed Contract)</i>	6
E.	<i>Cooperative Agreement</i>	6
F.	<i>Terms and Acronyms used in this RFP</i>	7
G.	<i>Funding Sources</i>	9
H.	<i>Delivering Services with Equity</i>	9
I.	<i>Delivering Services Using a Housing First Approach</i>	9
J.	<i>Overdose Prevention in the Homelessness Response System</i>	10
II.	MINIMUM QUALIFICATIONS	10
A.	<i>Proposer must demonstrate two years of experience providing services to people experiencing homelessness</i>	10
III.	BACKGROUND	10
IV.	SCOPE OF WORK	11
A.	<i>Property</i>	11
B.	<i>Served Population:</i>	11
C.	<i>Referral and Prioritization</i>	12
D.	<i>Scope of Services</i>	12
E.	<i>Staffing Requirements</i>	13
F.	<i>Service Requirements</i>	14
G.	<i>Service and Outcome Objectives</i>	19
H.	<i>Reporting Requirements</i>	20
V.	PRE-APPLICATION INFORMATION	20
A.	<i>Pre-Proposal Conference</i>	20
B.	<i>Proposer Questions and Requests for Clarification</i>	21
VI.	PROPOSAL CONTENTS AND EVALUATION CRITERIA	22
IX.	VENDOR SELECTION	26
A.	<i>Selection Overview</i>	26
B.	<i>Additional Information</i>	26
C.	<i>Oral Interviews</i>	26
VII.	TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS	26
A.	<i>How to Register as a City Supplier</i>	26
B.	<i>Proposal Format</i>	27

C.	<i>Time and Place for Submission of Proposals</i>	27
D.	<i>RFP Addenda</i>	27
E.	<i>Public Disclosure</i>	28
F.	<i>Limitation on Communication During Solicitation</i>	28
G.	<i>Proposal Selection Shall Not Imply Acceptance</i>	28
H.	<i>Cybersecurity Risk Assessment</i>	28
I.	<i>Solicitation Errors and Omissions</i>	29
J.	<i>Objections to Solicitation Terms</i>	29
K.	<i>Protest Procedures</i>	29
L.	<i>Proposal Term</i>	30
M.	<i>Revision to Proposal</i>	30
N.	<i>Proposal Errors and Omissions</i>	30
O.	<i>Financial Responsibility</i>	30
P.	<i>Proposer’s Obligations under the Campaign Reform Ordinance</i>	30
Q.	<i>Public Access to Meetings and Records</i>	31
R.	<i>Reservations of Rights by the City</i>	31
S.	<i>No Waiver</i>	32
T.	<i>Reserved. (Local Business Enterprise (LBE) Goals and Outreach).</i>	32
U.	<i>Compliance with Previous Grant and Contract Requirements</i>	32
V.	<i>Other</i>	32
VIII.	CITY SOCIAL AND ECONOMIC POLICY REQUIREMENTS	33
A.	<i>Nondiscrimination Requirements</i>	33
B.	<i>Reserved (Payment of Prevailing Wage)</i>	33
C.	<i>Health Care Accountability Ordinance (HCAO)</i>	33
D.	<i>Minimum Compensation Ordinance (MCO) How to Register as a City Supplier</i>	34
E.	<i>First Source Hiring Program How to Register as a City Supplier</i>	34
F.	<i>Reserved</i>	34
G.	<i>Non-Profit Entities</i>	34
H.	<i>Other Social Policy Provisions</i>	34
IX.	CITY AGREEMENT REQUIREMENTS	34
A.	<i>Agreement Terms and Negotiations</i>	34
B.	<i>Standard Agreement Provisions</i>	34
C.	<i>Nondiscrimination in Contracts and Benefits</i>	35
D.	<i>Conflicts of Interest</i>	35
E.	<i>Insurance Requirements</i>	35
F.	<i>Compliance with Municipal Codes</i>	35

G. *Compliance with Laws and Regulations*36

H. *City's Approval Rights over Subcontractors and Subcontractor Payments*.....36

I. *FEMA Emergency & Exigency Grant/Contract Requirements*36

X. **Reserved (LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS)**.....36

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) for operation of a new shelter program located at 2177 Jerrold Avenue in the Bayview neighborhood. The program will serve adults experiencing homelessness in a low-barrier mixed-mode setting between cabins and vehicle spaces.

HSH intends to award at a minimum one grant agreement through this RFP to the Proposer that meet the Minimum Qualifications of this Solicitation and obtain the highest-ranking score.

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

Awarded applicants are expected to provide all services described in this RFP either directly or through a subcontractor, as listed in this Solicitation, and in compliance with the funding requirements.

B. Anticipated Agreement Terms

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

C. Anticipated Agreement Not to Exceed Amount

The not to exceed (NTE) amount for agreement award 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 costs during the advertised agreement terms. Should City's actual spending exceed its estimated spending, the City may at its sole discretion change the agreement NTEs accordingly.

The estimated budget for ongoing services is \$4,040,686 annually with up to \$300,000 of the first-year budget reserved for start-up expenses.

HSH may adjust future annual amounts to account for increases in 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 agreement that results from this procurement may be prorated for the fiscal year at the agreement start date. Payment for all services provided in accordance with the provisions under this Solicitation shall be contingent upon the availability of funds. City shall not be required to provide any definite units of services, nor does City guarantee any minimum amount of funding for the services described in this Solicitation.

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

E. Cooperative Agreement

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

F. Terms and Acronyms used in this RFP

Term	Definition
ADA	The Americans With Disabilities Act. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in many areas of public life, including jobs, schools, transportation, and many public and private places that are open to the general public.
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
City	City refers to the City and County of San Francisco.
Continuous Data Quality Improvement (CDQI)	The goals and expectations for data quality in San Francisco’s Homelessness Response System, as recorded in the City’s HMIS database. The goals are meant to support clear outcomes towards ensuring timely and accurate representation of the experience of community members as they interact with the Homelessness Response System and the services rendered and received. ²
Current Budget	A budget which has been approved by all required parties and is being used for invoicing.
DPH	San Francisco Department of Public Health
DPW	San Francisco Department of Public Works
D10	San Francisco Board of Supervisors’ District 10 comprised of the Bayview Hunters Point and Potrero Hill neighborhoods.
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.
Homeless Management Information System (HMIS)	HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to individuals and families at risk of and experiencing homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with the U.S. Department of Housing and Urban Development’s data collection, management, and reporting standards.
Homelessness Response System (HRS)	Homelessness Response System (HRS) includes all the programs and services HSH and providers/ partners offer.

² For more information on the CDQI follow this link: <https://hsh.sfgov.org/wp-content/uploads/2023/02/Updated-CDQI-Final-2023.03.23.pdf>

Term	Definition
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.
HSOC	Healthy Streets Operations Center
MOW	Meals on Wheels, HSH's contracted Shelter food provider.
NTE	Not-to-exceed amount
Online Entry Navigation System (ONE System)	HSH's main database for client information. ONE is the data system used for all housing and services to people experiencing homelessness in San Francisco. The ONE System is a participant-level database that is used system-wide to track all HSH related services and housing placements.
SFHOT	San Francisco Homeless Outreach Team
SFPD	San Francisco Police Department
RFP	Request for Proposal

G. 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.

H. Delivering Services with Equity

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

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

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

COVID-19 heightened the historic and continuing impact of anti-Blackness and white supremacy, and of homophobia and anti-trans bias, have led to vastly disproportionate levels of homelessness for communities of color, 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 different outcomes in the communities HSH serves and pay close attention to those who are often excluded. All Proposers for HSH funding will be evaluated in part based on the Proposer's ability to articulate and demonstrate how it will operationalize a commitment to racial equity. Awarded proposer(s) shall demonstrate the ability to conduct equity-focused data analyses and use feedback from the served population to enhance services.

I. Delivering Services Using a Housing First Approach

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

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

J. **Overdose Prevention in the Homelessness Response System**

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

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

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

The agreements awarded as a result of this solicitation will incorporate requirements of the Department’s Overdose Prevention Policy, as required by Administrative Code Section 15.17. For additional information, please refer to the HSH Overdose Prevention Policy³.

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.

- A. Proposer must demonstrate two years of experience providing services to people experiencing homelessness.

III. **BACKGROUND**

On any given night, there are approximately 8,323 people experiencing homelessness in San Francisco. As of the last PIT count, 4,355 of these individuals were unsheltered. Included in the unsheltered count is a growing segment of the homeless population: people living in their vehicles. A count conducted in January

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

of 2024 found 1,065 vehicles with unhoused people in San Francisco, primarily concentrated on the West Side (Taraval) and Bayview (Candlestick) areas. Of the 1,065 occupied vehicles in San Francisco, 545 were located in District 10 (D10).

While 4,355 unsheltered people represents a 15% decline from 2019, the decrease corresponds with a significant increase in housing and shelter resources during this period. To continue to decrease unsheltered homelessness, the City plans to add more shelter capacity including low-barrier forms of shelter such as Jerrold Commons (The Commons).

The Commons will have capacity for 60 cabins and 20 vehicle spaces for up to 166 individuals. The site will provide critical diversification to the existing shelter system by adding new low-barrier shelter models in the form of cabins and parking spaces. Cabins offer a unique way to provide low-cost, non-congregate accommodations with more privacy than a traditional congregate shelter. The site will also provide dedicated spaces for people living in their vehicles who would otherwise face the challenges and uncertainty of public parking including fines, tickets, and towing.

IV. SCOPE OF WORK

The description below outlines key program elements and services the selected Proposer will provide. Proposers should use this description when designing their proposed program. 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. Property

Site Description:

The Site location at 2177 Jerrold Avenue is a City-leased property. It will include:

- 2.25 acres
- 26,757 square feet (SF) of building area
- 71,243 SF of a secured yard area with employee and visitor parking spaces, outdoor community spaces, and pet relief area/s
- 1 dedicated and secure site entrance
- Electrified site
- Building 1 (11,421 SF) – two-floor building with office space, meeting rooms, bathrooms, community/dining space, warming pantry, laundry room, staff break room, and clinic
- Building 2 (10,388 SF) – Large warehouse with showers, toilets, storage, and community space
- Cabins (4,998 SF) - 44 single cabins, 8 double cabins, and 8 accessible cabins
- RV parking area (12,514 SF) - 20 parking spaces with access to power.

HSH anticipates that site construction will be completed in late January 2025. Please refer to Attachment 5 - Jerrold Commons Plans for a detailed representation of the site design.

B. Served Population:

Cabins:

Unsheltered adults who are experiencing homelessness ages 18 and up.

Parking Spaces:

Adults who are experiencing homelessness and sheltering in a vehicle.

C. Referral and Prioritization

New referrals to the program will be made by HSH's Centralized Guest Placement Team through select referral partners including street outreach teams such as the San Francisco Homeless Outreach Team (SFHOT) and Healthy Streets Operations Center (HSOC). Prioritization will be given to people experiencing homelessness, including people living in their vehicles, in District 10.

District 10 includes the Bayview/Hunters Point neighborhood, a historically black neighborhood, which has been traditionally under resourced.

D. Scope of Services

1. Program Start-up:

The selected Contractor will have a one-month startup period to hire and train staff and prepare the site. Proposers shall describe their startup plan, including the timeframe, and how startup costs shall be allocated. These funds are to be expended within 30 days of the date an agreement with the selected Contractor is signed and executed.

2. Program Operations:

The selected Proposer shall provide the served population with the following amenities 24 hours a day 365 days a year including legal holidays:

- Maintain site capacity of 60 cabins and 20 vehicle spaces for up to 166 individuals
- Restrooms
- Showers
- Sinks
- Privacy fencing
- Front gate on Jerrold Ave
- Side gate on Upton Street
- Controlled entry/exit with guard station at each gate
- Security cameras
- Trash, recycling, and compost area
- Wi-Fi internet access
- Staff offices
- Staff breakroom
- Staff and visitor parking
- Meeting space
- Confidential spaces for case management and behavioral health meetings
- Community space
- Warming kitchen space for preparing frozen meals
- Elevator
- Site lighting
- Client mailboxes
- Storage
- Bike racks
- Pet relief area
- Planters
- Smoking area
- Two meals per day (frozen meals are provided by Meals on Wheels (MOW), the successful Proposer shall be responsible for heating and distribution)
- Laundry services (can be subcontracted)
- Back/gray water pumping (can be subcontracted)

3. Support Services:

The selected Contractor shall provide the following support services:

- i. Housing-focused case management staffing with a 1:25 staff to client ratio;
- ii. Coordination with DPH to provide part-time behavioral health services);
- iii. Coordination with DPH to provide part-time medical services;
- iv. Needs Assessment: evaluating the individuals needs of guests to create an individual service plan;
- v. Resources Coordination: Connecting guests with resources such as employment opportunities, public assistance, In Home Supportive Services, and Social Security and other benefits;
- vi. Advocacy: Advocating on behalf of guests with external agencies and organizations to ensure they receive the necessary support and benefits;
- vii. Goal Setting: Assisting guests in setting realistic short-term and long-term goals, such as finding permanent housing and/or or gaining employment;
- viii. Counseling and Emotional Support: Providing counseling services and emotional support to help guests cope with their situations and work towards self-sufficiency;
- ix. Life Skills Training: Providing workshops and one-on-one training in areas like budgeting, job readiness, and daily living skills;
- x. Crisis Intervention: Responding to emergencies and providing immediate support and intervention to stabilize guests' situations;
- xi. Follow-up and Monitoring: Regularly checking in with guests to monitor their progress and adjust service plans as needed;
- xii. Referral Services: Referring guests to specialized services, such as substance abuse treatment, or legal assistance, when necessary; and
- xiii. Documentation and Reporting: Maintaining accurate records of services provided and progress made and preparing reports as required.

E. Staffing Requirements

1. Director of Shelter: .2 FTE Minimum. Oversees all shelter operations, ensuring effective service delivery and compliance with policies and regulations. Duties include managing staff, developing and implementing programs, securing funding through grants and donations, and maintaining relationships with community partners. Handles budgeting, reporting, and strategic planning to enhance The Commons' impact and sustainability.
2. Site Manager: 1 FTE Minimum. Supports the Director in all direct program services, client satisfaction, staff training and supervision. Manage daily operations, ensuring a safe and supportive environment for clients and staff. Duties include supervising staff, coordinating services and programs, overseeing facility maintenance, and ensuring compliance with policies and regulations. Handles budgeting, reporting, and liaising with community partners to enhance The Commons' effectiveness.
3. Assistant Site Manager: 1 FTE Minimum. Supports the Site Manager in managing daily operations and ensuring effective service delivery. Duties include supervising staff, coordinating client services, assisting with administrative tasks, and maintaining facility standards. Assists the Site Manager with budgeting, reporting, and liaising with community partners to support the shelter's mission.
4. Supervisor: 4.2 FTE Minimum (1 per shift). Oversees staff and operations during their assigned shifts to ensure smooth functioning and safety. Duties include monitoring client activities, enforcing shelter

rules, responding to emergencies, and providing support to both clients and staff. Generate shift reports, manage supplies, and ensure compliance with shelter policies.

5. Shelter Monitors per shift: 16.8 FTE Minimum (4 per shift). Duties include staying present in all assigned spaces, performing de-escalation, maintaining a safe and clean environment, performing light trash pick-up, serving food, effectively communicating with all guests and staff, maintaining any appropriate data collection, performing wellness checks, and performing and recording routine perimeter checks.
6. Fire Watch Monitor: 4.2 FTE Minimum (1 per shift). Duties include conducting thorough patrols of the facility to ensure that all fire safety equipment is in place and functional and identifying potential fire hazards. Monitoring fire alarm systems, keeping an eye on fire alarm systems and ensuring they are operational. This includes testing alarms systems periodically. Being familiar with the fire evacuation plan and procedures and conducting fire drills. Ensuring clear exits and escape routes are unobstructed and clearly marked. Regularly inspecting and maintaining fire safety equipment, such as fire extinguishers, smoke detectors, and sprinkler systems to ensure they are in good working condition.
7. Safety and De-escalation Staff: 8.4 FTE Minimum (2 per shift). Duties include searching guests for weapons or prohibited substances, de-escalation and conflict prevention, keeping facilities safe, clean and secure. HSH is open to proposals subcontracting these services, or incorporating these duties and additional minimum FTE into the shelter monitor role.
8. Janitor: 2.8 FTE minimum (1 per day shift, 1 per swing shift). Clean facilities, empty trash, clear grounds around facilities, ensure guest bathrooms are clean, ensure high touch services are cleaned regularly, ensure facilities - both guest and staff spaces, are clean and sanitized. HSH is open to proposals subcontracting these services.
9. Case Managers: 4 FTE Minimum. Manage a caseload of up to 25 guests per FTE; perform individual service need assessments; collaborate with guests to develop Individual Service Plan that identifies treatment needs with the primary focus on housing; create an action plan to assist guests to accomplish their individualized goal(s); provide case management linkage services and support for housing, income, primary care, substance use treatment, behavioral health, legal, employment, clothing, and any other resources; offer to meet with the guests weekly; document individual sessions; track and ensure guests attend scheduled appointments; navigate the agency case management system; adhere to agency, state, and funder regulations; and all other duties that are assigned by the program site manager. Case managers are expected to have 1 year of experience performing a similar role.
10. Case Manager Supervisor: 1 FTE Minimum. Provides care coordination and exit planning, compliance, to ensure coordination and placement to housing. Work includes assigning cases, reviewing case activities, determining training and developmental needs, training employees, reviewing worker performances, and initiating corrective action when necessary. Case Manager Supervisors are expected to have 2 years of experience performing a similar role.
11. Intake Coordinator: 1 FTE Minimum. Conduct initial assessments, gather and document client information, and provide immediate crisis intervention. Refer clients to necessary internal and external resources, maintain accurate records, and ensure compliance with shelter policies. Additionally coordinate with other staff to offer comprehensive support and advocate for clients' needs.

F. Service Requirements

The successful Contractor shall provide the following:

1. Facilities:

In partnership with HSH Facilities, maintain site and facilities in full compliance with requirements of the law and local standards⁴. Successful Contractor shall ensure that the site is well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Successful Contractor shall ensure that janitorial services shall occur regularly, per shift.

- i. Respond to all site related requests and complaints promptly and in a manner that ensures the safety of guests and its own staff. Successful Contractor shall submit an HSH facilities service request in a timely manner and note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
- ii. HSH Facilities will be responsible for repair and replacement of building systems, site improvements, and finishes. Successful Contractor shall partner with HSH Facilities on regular and ongoing preventative maintenance of the administrative building, warehouse, and Cabin Units. Successful Contractor shall develop, maintain, and document preventative maintenance schedules for the facility and its systems, including, but not limited to, heating and air conditioning systems (e.g., fan blades, air registers, vents, filters); plumbing (e.g., stormwater drains, drains of showers, toilets, sinks); fire extinguishers and sprinklers; emergency exits (e.g. clearance, signage); electrical and low voltage systems (e.g., outlets, light fixtures); building envelope (e.g., roof, walls, mold, leaks); and pest checks.
- iii. Successful Contractor shall be solely responsible for maintenance and replacement of appliances (e.g. televisions, refrigerators, microwaves), furniture, and security systems (e.g. security cameras and software, key fobs) and partner with HSH Facilities on selection, placement and installation of these items.
- iv. Develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to restrooms (e.g., floors, tile, showers, toilets, urinals, sinks); cabins (e.g. floors, walls, ceiling, window shades, lights, heater vent); laundry machines (e.g., dryer vents); elevator (e.g., push buttons, floors, walls); warming pantry (e.g., floors, sink, counters, appliances); water fountains; and heating and air conditioning systems vents.
- v. Obtain and manage vendors for essential site services including, but not limited to, black/greywater pumping, and Recology services.

2. Language and Interpretation Services:

Successful Contractor shall ensure that translation and interpreter services are available, as needed. Proposer shall 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>.

3. Meals and Food Safety:

Successful Contractor shall meet the following meal-related requirements:

- i. Offer guests meals and track usage by guest, as well as overall meal distribution using a daily ledger;
- ii. Manage the means to heat or maintain refrigeration of food as appropriate for distribution; and
- iii. Ensure that at least one staff person responsible for food handling and service has a valid Food Safety Certification.
- iv. Compliance with all meal requirements within the Shelter Standards of Care.

⁴ Including, but not limited to Shelter Standards of Care, as applicable:
https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-13200

4. Accessibility Compliance:

Pursuant to the Americans With Disabilities Act (ADA), successful Contractor shall maintain the accessibility of program resources to the disabled public. Successful Contractor shall not discriminate against any person protected under the ADA in connection with all or any portion of the program and shall comply at all times with the provisions of the ADA. In order to meet these goals proposer shall meet the following requirements:

- i. Training: Conduct a dedicated training on ADA regulations and shall require that all staff members participate to ensure a thorough understanding of and adherence to these standards.
- ii. Facility Compliance: As the primary program operator, ensure that every aspect of the physical site complies with ADA requirements. Any modifications to the physical site require advance approval by HSH.
- iii. Complaint Response: Maintain a grievance policy and train all staff in the appropriate procedures for addressing ADA complaints, ensuring timely and effective responses.
- iv. Community Meeting Accessibility: Hold all community meetings in locations that are fully accessible to guests with mobility issues.
- v. City Communications: Any issues related to ADA compliance must be communicated promptly and clearly to HSH and all relevant parties. Successful Contractor shall develop a policy to ensure site staff promptly notify the city in such instances.
- vi. Effective Communication: Provide auxiliary aids and services to facilitate communication with any guest with vision, hearing, or speech disabilities (communication disabilities).

5. Record Keeping and Files:

- i. Maintain confidential files on the served population, including developed plans, notes, guest agreement, ROI and progress notes for seven years.
- ii. Maintain confidential files for active and previously active guests, and document support service usage.
- iii. Maintain confidential files regarding complaints, grievances, warnings and exits/denials of service for shelter rule infractions including written notices, warnings, exit paperwork and related communications with guests.
- iv. Maintain appropriate documentation to validate the approval of the shelter extensions to shelter guests according to HSH policies.

6. Case Conferences:

Successful Contractor shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding guests' progress.

7. Admission Policy:

Successful Contractor's 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.

8. Feedback, Complaint and Follow-up Policies:

Successful Contractor shall provide means for the served population to provide input into the program. Feedback methods shall include:

- i. Shelter Community Meetings: Conduct monthly community meetings where guests may discuss building/program concerns and program ideas. Successful Contractor should set up the means to provide feedback at future community meetings or by other means.

- ii. Complaint Process: Provide a written and posted complaint/concern process that includes various methods for guests to submit an issue (e.g. verbal to staff, written, email) and clear protocols about when and how the guest will get a response.
- iii. Offer and promote a written quarterly survey that has been pre-approved by HSH to the served population to gather feedback, gauge satisfaction and assess the effectiveness of services and systems within the program. Successful Contractor shall offer assistance to the served population regarding completion of the survey in a confidential way if the written format presents any problem.
- iv. Respond to complaints from other City entities, such as the Mayor's Office on Disability and the Shelter Monitoring Committee, in coordination with HSH and in accordance with the timelines required by the City entity.

9. City Communications and Policies:

Successful Contractor shall keep HSH informed and comply with applicable City policies to minimize harm and risk. These policies and related meetings include, but are not limited to:

- i. Reporting via HSH designated method the current pool of active guests, the number of occupied beds, the number of beds temporarily offline and the number of beds currently available for placement;
- ii. Regular communication to HSH about the implementation of the program as required and upon request;
- iii. Attendance at HSH meetings and trainings, as required;
- iv. Attendance at required ADA and access for persons with disabilities trainings;
- v. Attendance at the Shelter Monitoring Committee meetings;
- vi. Adherence to the Shelter Grievance Ordinance, HSH regulations, and Shelter Grievance Policy including the processes regarding denials of service⁵ unless Proposer is otherwise dictated by City emergency requirements;
- vii. Adherence to the City service/companion/support animal policy; and
- viii. When applicable, as confirmed with HSH, adherence to the Tuberculosis (TB) Infection Control Guidelines for Homeless. This includes cooperation with the San Francisco TB Prevention and Control Program of the DPH.

10. Critical Incident Reports:

Successful Contractor shall write up and submit all critical incidents using the City-provided form within the required timeframe. Critical incidents include, but are not limited to, any time emergency response are called to the site; a guest or staff person is seriously injured on or near the site; a guest is transported to the hospital; any incident that results in the immediate exit of a guest from the program; overdose/use of Narcan; and damage to the site that results in one or more guests having to be relocated.

11. Disaster and Emergency Response Plan:

Successful Contractor shall 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. Proposer shall update the site plan as needed and Proposer shall train all employees regarding the provisions of the plan for their sites.

⁵ HSH SGO Regulations: <https://hsh.sfgov.org/wp-content/uploads/2023/06/SGO-Regulations.pdf>

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

12. Good Neighbor Policies:

Successful Contractor shall maintain a good relationship with the neighborhood, including the following requirements:

- i. Work with neighbors, Department of Homelessness and Supportive Housing (HSH), San Francisco Police Department (SFPD), Department of Public Works (DPW), DPH, DEM/HSOC, and other relevant city agencies to ensure that neighborhood concerns about the facility, site, and perimeter are heard and addressed.
- ii. Assign a director, manager, or representative to participate in and attend appropriate neighborhood and community meetings.
- iii. Provide a phone number to all interested neighbors that will be answered at 24 hours a day by a manager or other responsible person who has the authority to respond to complaints and issues at the site as they arise.
- iv. Minimize the impact on the neighborhood of program guests entering, exiting, or waiting for services. Proposer will do this by limiting referrals to specified referral partners, not allowing walk-ins, and having 24/7 access to the site for registered guests.
- v. Actively discourage and address excessive noise from program participants. Proposer will coordinate with other service providers and City agencies, as necessary to address this issue if just outside the program site.
- vi. Actively discourage loitering and public drug use in the area immediately surrounding the program. Proposer will coordinate with other service providers and City agencies, as necessary, to address this issue.
- vii. Implement management practices necessary to ensure that staff and participants maintain the safety and cleanliness of the area immediately surrounding the facility and do not block driveways of neighboring residents or businesses.
- viii. Take all reasonable measures to ensure the sidewalks adjacent to the facility are not blocked.
- ix. Conduct at minimum three daily perimeter inspections, collect litter and contact the appropriate city department for assistance when needed.
- x. Immediately report to SFHOT or HSOC if encampments emerge along the perimeter of the site or immediately across the street.
- xi. Actively discourage guests from keeping tents outside of the site on the sidewalk and will follow HSH protocols on the issue.
- xii. Abate any graffiti on the site within 24 hours, weather permitting.
- xiii. Report graffiti in the immediate area to 311.

13. Data Standards:

Successful Contractor shall 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 client data within three working days (unless specifically requested to do so sooner);
- ii. Ensuring accurate dates for client enrollment, client exit, and client move in (if appropriate); and
- iii. Running monthly data quality reports and correcting errors.

Records entered into the Online Navigation and Entry (ONE) System shall meet or exceed the ONE System CDQI Process standards. Successful Contractor shall 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, Successful Contractor

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

shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all providers regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Proposers via written notice at least one month prior to expected implementation. Any information shared between successful Contractor, 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. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

14. Harm Reduction:

Successful Contractor shall integrate harm reduction principles into service delivery and agency structure as well as follow the HSH Overdose Prevention Policy⁷. Proposer staff who work directly with guests shall participate in annual trainings on harm reduction, overdose recognition and response.

15. Housing First:

Successful Contractor services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing..

G. Service and Outcome Objectives

Successful Contractor shall achieve the following service objectives:

1. Provide intake and program orientation to 100 percent of all new guests and updates for returning guests in a new stay within 24 hours of arrival to the site.
2. Conduct daily guest count and wellness checks for 100 percent of guests.
3. Create an individual service plan for 95 percent of participants. Written service plans shall include clear goals and objectives and identified barriers. Service connections, progress, and follow up on these service plans will be documented in the participant's record.
4. Ensure a minimum of 50 percent of the guests onsite during the quarterly Satisfaction Survey distribution period completes the client satisfaction survey instrument approved by HSH.
5. 90 percent of guests with referral needs shall be provided referrals related to benefits, employment, health, and related transportation support if needed.
6. 100 percent of guests shall be offered relocation assistance and assessment for problem-solving and/or Adult Coordinated Entry within one week of placement.

Successful Contractor shall achieve the following outcome objectives:

7. A minimum of 75 percent of guests who complete the Quarterly Satisfaction Survey shall rate the treatment by staff, connection to services and safety as good or excellent.

⁷ Please refer to Providers Connect: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers/?CT=1649882191370&OR=OWA-NT&CID=da71fbbd-d886-f23c-be4f-e1022f11bb1a>

8. 80 percent of Housing Referral Status guests will receive support gathering and uploading of vital documents into the ONE system and meet document readiness standards within six months of initial intake.

H. Reporting Requirements

1. Successful Contractor shall input data into systems required by HSH such as the ONE system.
2. Successful Contractor shall report Shelter Grievance data to HSH on a monthly basis.
3. For any quarter that maintains less than 90 percent of the total agreed upon units of service for any mode of service hereunder, Successful Contractor shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
4. Successful Contractor shall provide a quarterly report of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. Successful Contractor will enter the quarterly metrics in the CARBON database by the 15th of the month following the end of the quarter.
5. Successful Contractor shall provide an annual report summarizing the contract activities, referencing the tasks as described in the Service and Outcome Objectives sections. This report shall also include accomplishments and challenges encountered by the successful Contractor. Successful Contractor will enter the annual metrics in the CARBON database by the 15th of the month following the end of the program year.
6. Successful Contractor shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Proposer's services. Successful Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to successful Contractor within thirty working days of receipt of any evaluation report and such response will become part of the official report.
7. Successful Contractor shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
8. Successful Contractor shall submit Project Descriptor data elements as described in 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 the U.S. Department of Housing and Urban Development 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.

V. PRE-APPLICATION INFORMATION

A. Pre-Proposal Conference

Applicants are encouraged to attend an online pre-proposal conference on **Date and Time** (PST) via Microsoft Teams at the following link:⁸

[Join the meeting now](#)

Meeting ID: 256 494 756 271

Passcode: kx2UZb

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/>.

⁸To 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 1: Application, Template, and Appendix	2.1 Proposer must demonstrate two years of experience providing services to people experiencing homelessness.	2.1 Did Proposer demonstrate two years of experience providing services to people experiencing homelessness?	Pass/ Fail
3. Relevant Experience	Appendix 1: Application Template	3.1 Describe experience providing any or all of the following services: Shelter operations management, cabin and/or RV site operations management, maintaining ADA compliance, coordinating with and making referrals to medical and mental health care providers case management, wellness checks, safety/de-escalation, and/or services with the goal of engaging people experiencing homelessness in services. Include in description years of experience, location of services, services provided, client counts, and populations served for each service.	3.1 How well does Proposer demonstrate experience with these services: Shelter operations management, cabin and/or RV site operations management, maintaining ADA compliance, coordinating with and making referrals to medical and mental health care providers case management, wellness checks, safety/de-escalation, and/or services with the goal of engaging people experiencing homelessness in services. How well does Proposer's years of experience, location of services, services provided, clients and populations served align with the RFP Scope of Services?	15
		3.2 Describe experience maintaining professional and respectful interactions and relationships with the unhoused population. Including responses to client complaints and accessibility needs.	3.2 How well does Proposer demonstrate experience maintaining professional and respectful interactions and relationships with the unhoused population, including responses to client complaints and accessibility needs?	5

		3.3 Describe experience collaborating and coordinating with external agencies and/or providers to deliver services to people experiencing homelessness including referrals to medical and mental health care services.	3.3 How well does Proposer describe experience collaborating and coordinating with external agencies and/or providers to deliver services to people experiencing homelessness?	5
		3.4 Describe experience implementing harm reduction services as well as experience handling client crises, including crisis prevention and interventions. Include agency's approach or policy regarding clients who are dealing with substance abuse and seeking assistance to overcome it.	3.4 How well does proposer describe their experience implementing harm reduction services as well as experience handling client crises?	5
4. Program Approach	Appendix 1: Application Template	4.1 Describe proposed plan for: <ul style="list-style-type: none"> Engaging clients in comprehensive support services onsite. Collaborating with external agencies and/or providers to deliver services. Coordinating referrals for offsite services to meet client's needs. Generating individualized service plans for clients with the end goal of a path to sustained housing. Site start-up plan to meet one month timeline including: hiring, training, administrative preparations, purchasing necessary equipment and supplies, and inter-agency coordination. 	4.1 How well does Proposer describe their plan for: <ul style="list-style-type: none"> Engaging clients in comprehensive support services onsite. Collaborating with external agencies and/or providers to deliver services. Coordinating referrals for offsite services to meet client's needs. Generating individualized service plans for clients with the end goal of a path to sustained housing.? Site start-up plan to meet one month timeline including: hiring, training, administrative preparations, purchasing necessary equipment and supplies, and inter-agency coordination. 	15
		4.2 Describe how will you use racial equity, trauma informed, and harm reduction approaches when providing services to guests?	4.2 How well does Proposer describe how they will use racial equity, trauma informed, and harm reduction approaches when providing services to guests?	5
		4.3 Describe history entering and maintaining client data in a central system. Describe plan for utilizing HSH's ONE system to document the	4.3 How well does Proposer describe history entering and maintaining client data in a central system and plan for utilizing HSH's	5

		relevant services including services involving outside agencies.	ONE system to document the relevant services?	
		4.4 Describe proposed plan to manage access for use of amenities including ADA accommodations.	4.4 How well does proposer describe their plan to manage access for use of amenities.	5
5. Organizational Capacity and Staffing	Appendix 1: Application Template	5.1 Describe organizational capacity and staffing structure needed to provide the proposed service.	5.1 How well does Proposer describe their staffing structure and organizational capacity to provide the proposed service?	5
	Attachment X: Organizational Chart	5.2 Describe program staffing plan including staff titles, FTE, licenses/ certification, language capacity; roles and responsibilities; and supervision structure. Include an organizational chart to show where services will fall within the agency as Attachment 6. Include resumes of proposed Director of Programs and Case Management Supervisor as Attachment 7. If the above resumes are not available, please provide proposed job description(s).	5.2 How well does Proposer describe their staffing plan including staff titles, FTE, licenses/ certifications, language capacity; roles and responsibilities; and supervision structure? How well does Attachment 6, Organizational Chart, demonstrate where services will fall within the agency? How well do the resumes/job descriptions presented in Attachment 7 demonstrate staff ability to deliver the services required?	5
	Attachment X: Resumes/Job Descriptions			
		5.3 Describe how staff will reflect the population served through lived experience and/or an organizational growth and development plan that promotes cultural humility.	5.3 How well does Proposer demonstrate how staff will reflect the population served through lived experience? And/or how well does Proposer demonstrate organizational growth and development plan that promotes cultural humility?	5
6. Budget	Appendix 2: Budget Proposal Template	6. All costs to the City shall be included in the payment entered in Appendix 2: Budget Proposal Template.	6. How reasonable, appropriate, and competitive are the Proposer's project costs relative to this RFP and HSH's needs?	15
7. Prior Performance	Appendix 4: Prior Performance Form	7. Include any program monitoring results from granting agencies. Including achievement of outcomes and objectives (including exits to housing if applicable), findings and/or corrective action plans, response to any issued corrective action plans, and final disposition status in Appendix 4: Prior Performance Form.	7. How well do program monitoring results demonstrate Proposer's ability to provide the scope of services?	10
Total				100

8. Oral Interview/ Presentation	Virtual	7. Up to the three (3) of the highest scoring Proposers may be invited for an oral interview/presentation to provide additional clarification on their plan to provide the proposed services. HSH may provide questions and/or prompts prior to Oral Presentation/ Interview.	7. How clear and well-defined were Proposers' responses to the questions?	10
Total w/ Bonus				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.

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

C. Time and Place for Submission of Proposals

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

Applicants shall submit their Written Proposal including Appendix 1: Application Template and Appendix 3: Minimum Qualifications with requested attachments in **one** PDF and Appendix 2: Budget Proposal as an excel to **HSHProcurements@sfgov.org**. The email subject must include the RFP number (RFP #150) and the Applicant organization's name as such: RFP#150 – 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 a notification of a decision that is in favor of the protester.

1. Protest of Non-Responsiveness Determination

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

2. Protest of Non-Responsible Determination

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

3. Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written

statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator listed below and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

Contract Administrator:

Gigi Whitley, 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 an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.
4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.
6. The selection of any Applicant for agreement negotiations shall not imply acceptance by the City of all terms of any Application or response to this Solicitation, which may be subject to further negotiation and approvals by the City.
7. If a satisfactory agreement cannot be negotiated in a reasonable time with the awarded Proposer, then the City, in its sole discretion, may terminate negotiations and begin agreement negotiations with the next highest scoring Proposer or may continue competition among remaining Proposers without reinitiating the Solicitation process.

8. The City reserves the right at any time to approve, disapprove, or modify proposed staffing, plans, timelines and deliverables, provided that all modifications are within the scope of work sought by this Solicitation.
9. This Solicitation does not in any way limit the City's right to solicit agreements for similar or identical services if, in the City's sole and absolute discretion, it determines the Proposals submitted in response to this Solicitation are inadequate to satisfy its needs.

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 Contract 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 Contract 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 Proposed 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 Proposed Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

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

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Proposer is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. Refer to Attachment 1, City’s Proposed 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 Proposed Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

F. Reserved

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 Proposed 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 Contract Terms. **City’s Proposed Agreement Terms are not subject to negotiation.** Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

B. Standard Agreement Provisions

Depending on the awarding department, the awarded Proposer will be required to enter into a grant or contract agreement. Failure to timely execute and agreement, or to furnish any and all insurance

certificates and policy endorsement, surety bonds or other materials required in the agreement, shall be deemed an abandonment of an award offer. The City, in its sole discretion, may select another Applicant.

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

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

C. Nondiscrimination in Contracts and Benefits

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

D. Conflicts of Interest

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

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

E. Insurance Requirements

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

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

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)
