**Overview**
The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites proposals from qualified Proposers* to provide planning, coordination, and implementation of the City and County of San Francisco’s Point-in-Time Homeless Counts (Census) held in 2019 and 2021.

HSH launched on July 1, 2016. The department combines key homeless serving programs and grant agreements/contracts from the Department of Public Health (DPH), the Human Services Agency (HSA), the Mayor’s Office of Housing and Community Development (MOHCD), and the Department of Children Youth and Their Families (DCYF). This consolidated department has a singular focus on preventing and ending homelessness for people in San Francisco.

Through the provision of coordinated, compassionate, and high-quality services, HSH strives to make homelessness in San Francisco rare, brief, and one-time.

*Each Proposer must demonstrate that it meets the Minimum Qualifications described in Appendix 1, Section 1.2 of this RFP to be considered for evaluation.

**Schedule***
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued</td>
<td>6/21/2018</td>
</tr>
<tr>
<td>RFP Questions Deadline, (5 pm)</td>
<td>7/6/2018</td>
</tr>
<tr>
<td>RFP Answers and Clarifications Published</td>
<td>7/12/2018</td>
</tr>
<tr>
<td>Proposals Deadline (12 pm Noon)</td>
<td>7/20/2018</td>
</tr>
<tr>
<td>Intent to Award Contract Notification</td>
<td>8/15/2018</td>
</tr>
<tr>
<td>Contract Agreements Commence</td>
<td>9/17/2018</td>
</tr>
</tbody>
</table>

*Each date subject to change. Check [Office of Contract Administration website](http://www.sfgov.org) for latest schedule.

**Estimated Budget for Point in Time Homeless Count services:** $100,000 for each Point-in-Time count.

HSH may increase contract amounts in accordance with City rules and regulations. The actual contract terms and amounts are subject to funding availability, proposals and contract agreement negotiations, as well as future needs.

**Desired Start Date:**
September 17, 2018

**Estimated Contract Terms:**
Three-year initial term with one additional three-year term extension option subject to City approval, for a total of three Point-in-Time counts. Actual contract periods may vary, depending upon service needs and Contractor performance.

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**RFP Questions and Communications**
Interested parties are directed NOT to contact any employees, agents or officials of the City other than those specifically designated in this RFP. No questions will be accepted after the RFP Questions Deadline with the exception of Proposer-specific City vendor compliance form questions.

All questions must be submitted via e-mail to Monique.Colon@sfgov.org by the RFP Questions Deadline.
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Appendix 1: Proposal Template (separate form)
Appendix 2: Proposal Budget (separate form online)
Appendix 3: Data template
1. Background

1.1. Terms and Acronyms Used in this RFP

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<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continuum of Care</td>
<td>Federal Continuum of Care grant program stressing permanent solutions to homelessness</td>
</tr>
<tr>
<td>Contract Agreement</td>
<td>The binding legal document resulting from the RFP process. Also known as the agreement</td>
</tr>
<tr>
<td>Contractor</td>
<td>The proposer awarded to provide services through this RFP</td>
</tr>
<tr>
<td>Hotspots</td>
<td>Areas where high concentrations of people experiencing homelessness tend to congregate</td>
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<tr>
<td>HUD</td>
<td>U.S. Department of Housing and Urban Development</td>
</tr>
<tr>
<td>HDX</td>
<td>Federal Homeless Data Exchange, allows CoCs nationwide to submit Housing Inventory Chart and Point-in-Time Count data</td>
</tr>
<tr>
<td>HSH</td>
<td>San Francisco Department of Homelessness and Supportive Housing</td>
</tr>
<tr>
<td>PIT</td>
<td>Point-in-Time Count (of Homeless Population)</td>
</tr>
<tr>
<td>Prime Proposer</td>
<td>Any entity submitting a proposal to this RFP and upon award, the entity taking responsibility for all contractual obligations, including those of subcontractors</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>SFPD</td>
<td>San Francisco Police Department</td>
</tr>
<tr>
<td>USICH</td>
<td>United States Interagency Council on Homelessness</td>
</tr>
</tbody>
</table>

1.2 Overview and Statement of Need

On a bi-annual basis, HSH works in conjunction with the San Francisco Local Homeless Coordinating Board to conduct a comprehensive homeless street and shelter count known as the Point-in-Time (PIT) Homeless Count. This count is required by the U.S. Department of Housing and Urban Development (HUD). Each count must be conducted during the last week of January, and in a manner prescribed by HUD. All count methods should be demonstrative of the best practices recommended by HUD to maximize the San Francisco score in the Continuum of Care (CoC) Competition, and other competitive federal processes. Each count will include a Unique Youth Count. Services and tasks outlined in this RFP shall be provided for the implementation of both the general Point-in-Time Count and the Unique Youth Count. Throughout the Scope of Work, the word “Count” is used to refer to both the general Point-in-Time Count and the Unique Youth Count. HSH welcomes proposals from single entities and from collaborative proposers.

1.3 Funding Sources

The source of funding for these services will be City and County of San Francisco General Funds (GF) and federal CoC grant funds. 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 services nor does the City guarantee any minimum amount of funding for the services described in this RFP.

2. Scope of Work

2.1 General Information

This Scope of Work is a general guide to the work the City expects to be performed, and is not a complete listing of all services that may be required or desired. Proposers should use this description when designing their proposed programs. However, proposers may suggest modifications and/or additions that, in their estimation, make the project more feasible and the count more accurate. The description below outlines the key project elements and services the selected proposer(s) will provide.
All data collected, all materials created, and all reports generated through this process will be the property of the Department of Homelessness and Supportive Housing.

### 2.2 Target Population
The target population for the Count includes the entire homeless population currently residing in San Francisco.


### 2.3 Program Components and Required Activities
The awarded contractor will complete the following work tasks assumed necessary to complete all aspects of the annual homeless count:

1. Solicit and obtain community feedback on components of the Count through a community meeting in advance of each count. The 2019 community meeting is projected to occur during the fall 2018.

2. In consultation with HSH staff, research, recommend and implement a best-practice methodology for the general and youth counts, including, but not limited to:
   b. Research methodologies from other communities
   c. Provide guidance and technical assistance to improve the methodology of the count over time, including, but not limited to best use of administrative data, developing a survey based count, and paperless strategies
   d. Develop a methodology for a quarterly count
   e. Offer guidance on how best to count tents and encampments
   f. Ensure compliance with all HUD and United States Interagency Council on Homelessness (USICH) requirements

3. Survey and data collection shall include, but not be limited to, the following:
   a. Creation of a survey for street and sheltered homeless persons to capture demographic information and information on their homeless situation
   b. Creation of an additional survey for the Unique Youth Count
   c. Translation the survey and training materials into Spanish
   d. Creation of a short survey to be conducted during the visual Count to confirm homelessness
   e. Meeting with community members, as requested by HSH staff, to refine the survey
   f. Assistance in coordination of survey distribution and data collection
   g. Management of data analysis of survey results

4. Manage volunteers, including:
   a. Development and maintenance of a database of potential and actual volunteers
   b. Management of online volunteer registration and contact list
   c. Assignment of volunteers in partnership with HSH staff
   d. Confirmation of volunteer assignments, in writing, with each volunteer in a timely manner

5. Provide volunteer training and develop informational materials for volunteers, including but not limited to:
   a. Creation of volunteer instructions and training curriculum
   b. Creation of at least one training in Spanish
   c. Organization and supervision for locations that volunteers dispatch out of on the night of the Count
   d. Production and duplication of training materials, route maps, and tally sheets
e. Plan and schedule update meetings with relevant HSH staff on a bi-weekly basis
f. Night of PIT Count supervision at five count sites, including youth count site(s)

6. Coordinate with various City departments, public agencies, and community providers, including the San Francisco Police Department (SFPD), Recreation and Parks Department, Department of Public Works (DPW), California Highway Patrol (CHP), the Municipal Transportation Agency (MTA), the San Francisco Public Utilities Commission (PUC), the Port of San Francisco, National Parks Service, as well as people with lived experience of homelessness.

Coordination shall include:
   a. Meeting with representatives to discuss the role of each department in coordinating the Count and staff needed on the night of the Count
   b. Solicitation of hotspot information from each department and adjust count methods for safety and accuracy
   c. Outlining safety coverage needed and work collaboratively to define San Francisco public areas and parks that are considered too dangerous and unsafe for volunteers
   d. Integration of hotspot and safety input from providers, city department staff, and people with lived experience of homelessness

7. Map creation shall include, but not be limited to, the following:
   a. Work with HSH staff and partners to identify areas that should be counted by our Homeless Outreach Team, SFPD, or other entity
   b. Work with youth services providers and partners to identify areas to be targeted for the Unique Youth Count
   c. Creation of counting routes and corresponding maps to cover all of San Francisco, including routes to distinguish between:
      - Walking and driving routes
      - Observational and survey-based count routes
   d. Provision of hard copy maps for volunteers for the night of the Count

8. Provide staffing support to the Unique Youth Count process, including but not limited to, the following:
   a. Meet with advisory group of homeless youth providers
   b. Work with youth providers and youth with lived experience to identify hotspots to be counted
   c. Train youth peer counters and survey team to conduct all data collection for the Unique Youth Count
   d. Train youth to conduct count and survey
   e. Pay and manage payment of youth counters and survey administrators for their participation
   f. Gather Youth Count data and survey data for analysis, process all Youth Count and survey documents into a usable electronic format for analysis

9. Data format and access
   a. The proposers must provide a template of the data format that will be delivered, including an index of questions and codes that will be used when compiling survey responses prior to survey finalization. The template should be provided to HSH in a machine readable, nonproprietary format (see Appendix 3 for the sample data template).

10. Data access
    a. The City must be given access to the raw survey and tally data. Data must be provided in bulk and as scheduled by the City.
    b. The contractor must provide the data in a mutually agreed upon machine readable format, preferably csv, upon a mutually agreed upon schedule.

11. Reporting
a. Prepare a detailed report that includes a summary of findings based upon each previous Count, description of the methodology used for the Count, and analysis of survey results. Prepare an executive summary of both reports, as well as a Unique Youth Count report.
   - Submit a complete draft of the Count report and Unique Youth Count report by a date mutually agreed upon by HSH and contractor for HSH review and comment.
   - Integrate all comments and edits from HSH staff, and complete a final report for public release for the 2019 counts by May 6, 2019 respectively. HSH staff will have final discretion regarding the report content and edits.

b. For the 2019 Count, complete the HUD HDX data submission, by April 1, 2019, including:
   - Completion of PIT charts
   - Completion PIT Methodology Section
   - Manage final submission to HUD at the direction and discretion of HSH staff

2.4 As-Needed Services
Subject to the City’s approval, the contract awarded under this RFP may be amended in accordance with City requirements to include additional services by the contractor as-needed by the City and for services related to the scope of work described in this RFP. The scope and cost of as-needed services will be negotiated.

3. Pre-Proposal Information

3.1 RFP Questions Deadline
Questions or requests for interpretation will only be accepted via e-mail to Monique.Colon@sfgov.org until the RFP Questions Deadline.

Proposer-specific questions about compliance with the City’s vendor requirements, are not subject to the above deadline and may still be asked and answered by the contacts designated in this RFP.

3.2 RFP Answers and Clarifications
A summary of the clarifications, questions and answers pertaining to this RFP will be posted on the Office of Contract Administration’s Bid and Contracts website: http://mission.sfgov.org/OCABidPublication

It is the responsibility of each Proposer to check for any RFP Addenda, Q&A postings, and other updates posted regarding this RFP.

4. Proposal Submission Requirements

4.1. Data Ownership
In submitting an RFP, each proposer agrees that:
   a. The City must retain ownership and rights to the data collected, including derivative works made from the data and the licensing applied to the data.
   b. All rights, including all intellectual property rights, in and to the data and any derivative works of the data shall remain the exclusive property of the City.
   c. The contractor must not have ownership and usage rights to the data except to provide the service.
   d. The contractor is provided a limited non-exclusive license to use the data solely for performing its obligations under the Agreement and not for the contractor’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the data by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of the data by the contractor is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes,
advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by the City.

4.2 **Time and Place for Submission of Proposals**

Proposals and all related materials (completed Appendices 1 and 2 comprising the Proposal Package) must be received by **12:00 pm PT on July 20, 2018**.

Proposers shall submit one (1) electronic PDF file of the Proposal Package to Monique.Colon@sfgov.org. The electronic file title should include the RFP number, the Proposer name, and the number of files submitted, i.e. 1 of 4.

Three hard copies of the Proposal Package should be delivered or mailed to:

- **Monique Colón**  
  **Homelessness and Supportive Housing**  
  **1360 Mission St., Ste. 200**  
  **San Francisco, CA 94103**

Postmarks will not be considered in judging the timeliness of submissions. Proposals submitted solely by e-mail or by fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or delivery service failure. Supplemental documents or revisions after the deadline will not be accepted.

4.3 **Proposal Submission Format**

Proposers must submit a Proposal Package using RFP Appendices 1 and 2 (Proposal Template and Proposal Budget Forms), in the order and format specified. This is necessary so that all proposals can receive fair and consistent evaluation. Proposals not following the required format will not be considered. Information must be at a level of detail that enables effective evaluation by the Evaluation Panel. All Proposers must ensure that the proposal addresses the Selection Criteria.

Print double-sided to the maximum extent possible and bind the Proposal Package copies with a binder clip, rubber band, single staple, or in a three-ring binder. Do not bind your Proposal Package with spiral binding, glued binding, or anything similar.

For word processing documents, it is preferred that text is unjustified (i.e., with a ragged-right margin) using a 12 point serif font (e.g., Times Roman, and not Arial), and page margins should be at least 1” on all sides (excluding headers and footers).

5. **Contractor Selection**

This section describes the guidelines used for analyzing and evaluating the proposals. It is the City’s intent to select the Proposer for contract agreement negotiations that will provide the best overall service package to the City. Proposers selected for contract agreement negotiations are not guaranteed a contract. This RFP does not in any way limit the City’s right to solicit contract agreements or contracts for similar or identical services.

5.1 **Minimum Qualifications (pass/fail)**

The Proposer’s responses to the Minimum Qualifications section in Appendix 1 of this RFP will be reviewed on a pass/fail basis to determine eligibility for proposal evaluation only. Each Proposer should clearly demonstrate that it meets the Minimum Qualifications as stated. The Minimum Qualifications determination will be solely based on the information submitted by the Proposer in Appendix 1, Section 1.2. Insufficient or incomplete information will result in a Proposal being considered non-responsive. Any Proposal that does not demonstrate it meets the Minimum Qualifications will be issued a notice of non-responsiveness and will not be evaluated or eligible for contract award under this RFP.
The City reserves the right to request clarifications from Proposers prior to rejecting a proposal for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Proposer and will not provide a Proposer the opportunity to revise or modify its proposal.

5.2 Proposal Evaluation (100 total possible points)
Proposals will be evaluated by a selection committee comprised of parties with expertise in the service areas identified in this RFP. The City intends to evaluate the proposals generally in accordance with the criteria itemized below.

**Introduction and Executive Summary (10 points)**
- The degree to which the Prime Proposer, in partnership with any subcontractors, exceeds minimum qualifications
- Demonstrated capacity and ability to provide the services specified in this RFP
- Proposer clearly describes their organization and, if a partner is proposed, the specific role of each partner

**Organizational Capacity (45 points)**
- Proposer’s understanding of and ability to complete the project
- Proposer’s approach to delivering services specified in this RFP
- Similarity of projects and experience with challenges, outcomes, ability to adhere to deadlines, provide timely communication, and problem solve
- Depth and breadth of experience with similar projects
- Ability to effectively manage and train a large number of volunteers
- Ability and approach to performing outreach to the homeless population
- History of demonstrating cultural humility and respect, and experience serving and advocating for people experiencing homelessness
- Experience conducting Unique Youth Counts in collaboration with youth providers
- Experience with Geographic Information System (GIS) mapping or other map-making programs to create maps of count routes

**Team Qualifications (30 points)**

**Organizational history and stability**
- Experience working with governmental agencies
- Project management capacity and expertise

**Fiscal Capacity (15 points)**
- The budget provided is clear and easy to understand
- They budget reflects sound, adequate allocation of resources, matching the project components including staffing costs, operating costs and capital costs (as appropriate)
- The budget supports the services proposed and is competitive with other proposals
- Costs are reasonable, justified and competitive

Negotiations will begin upon identification of the most qualified proposer. If a satisfactory contract cannot be negotiated in a reasonable time, HSH, in its sole discretion, may terminate negotiations with the proposer and begin contract negotiations with the next most qualified proposer.

6. Terms and Conditions for Receipt of Proposals

6.1 Errors and Omissions in RFP
Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Department, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Department promptly after discovery, but in no event later than five (5) working days prior to the Proposals Deadline.

6.2 Inquiries Regarding RFP
Proposers shall submit all questions concerning this RFP, scope of services or requirements in writing by email only before the RFP Questions Deadline and directed to: Monique.Colon@sfgov.org. All Proposer questions concerning the RFP process shall be submitted no later than 72 hours prior to the Proposals Deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

6.3 Objections to RFP Terms
Should a Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Proposer must, not less than ten calendar days prior to the Proposals Deadline, provide written notice to the RFP contact 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.

6.4 Change Notices
The Department may modify the RFP, prior to the Proposals Deadline, by issuing Addenda to the RFP, which will be posted at http://mission.sfgov.org/OCABidPublication. The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the Department prior to the Proposals Deadline regardless of when the proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposals Deadline, to determine if the Proposer has downloaded all RFP Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers, and updates, which will be posted on the City’s Bid and Contracts website: http://mission.sfgov.org/OCABidPublication.

6.5 Term of Proposal
Submission of a proposal signifies that the proposed services and prices are valid for 180 calendar days from the Proposals Deadline 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.

6.6 Revision of Proposal
A Proposer may revise a proposal on the Proposer’s own initiative at any time before the Proposals Deadline. 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 Proposals Deadline.

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

6.7 Errors and Omissions in Proposal
Failure by the Department to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

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

6.9 Proposer’s Obligations under the Campaign Reform Ordinance
Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

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

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

- the officer’s re-election campaign
- a candidate for that officer’s office
- a committee controlled by the officer or candidate.

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

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

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

For further information, Proposers should contact the San Francisco Ethics Commission at 415.252.3100.

6.10 Sunshine Ordinance

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

6.11 Public Access to Meetings and Records

If a Proposer 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 S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and (2) a summary of all complaints concerning the Proposer’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 Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

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

1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
2. Reject any or all proposals;
3. Reissue a Request for Proposals;
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 RFP, or the requirements for contents or format of the proposals;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

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

6.14 Local Business Enterprise Goals and Outreach
Due to county, federal and state funding for these services, LBE bid discounts will not be used in this RFP.

6.15 Compliance with Previous Grant and Contract Requirements
Agencies submitting proposals that have previously been granted by the City and County of San Francisco and/or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (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/grants may result in Agency disqualification to participate in this RFP.

6.16 Other Terms and Conditions
The selection of any Proposer for contract agreement negotiations shall not imply acceptance by the City of all terms of any proposal or response to this RFP, which may be subject to further negotiation and approvals by the City.

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

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

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

7. City Agreement Requirements

7.1 Standard Agreement Provisions
The successful Proposer will be required to enter into a contract substantially in the form of the Agreement for Professional Services. Failure to timely execute the 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 a contract offer. The City, in its sole discretion, may select another firm.

7.2 Nondiscrimination in Contracts and Benefits
The successful 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. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the CMD’s website at http://sfgov.org/cmd/.

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

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

7.5 First Source Hiring Program (FSHP)
If the contract is for more than $50,000, then the First Source Hiring Program (Admin. Code Chapter 83) may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at http://oewd.org/first-source and from the First Source Hiring Administrator, (415) 701-4848.

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

Individuals who will perform work for the City on behalf of the successful Proposer might be deemed contractors under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Proposer that the City has selected the Proposer.
7.7 Insurance Requirements
Upon award, Contractor shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than $1,000,000 each accident, injury or illness; (2) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; (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.

7.8 Compliance with Municipal Codes
Contractors 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 included in this RFP.

7.9 Companies Headquartered in Certain States
This Agreement is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the contract agreement will be performed in any of those states. Proposers are hereby advised that Proposers which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the contract will be performed in a state on the Covered State List may not enter into contract agreements with the City. A list of states on the Covered State List is available at the website of the City Administrator.

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

8.1 Protest of Non-Responsiveness Determination
Within five (5) business days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5th) business day following the City's issuance of the notice 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 protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

8.2 Protest of Contract Award
Within five (5) business days of the City's issuance of a notice of intent to award a contract under this RFP, any Proposer that has submitted a responsive proposal, and believes that the City has incorrectly selected another Proposer for award, may submit a written notice of protest by e-mail (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5th) business day after the City's issuance of the notice of intent to award a contract.
The notice of protest must include a written statement specifying, in detail, each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

8.3 Delivery of Protests
All protests must be received by the due date. Protests MUST be submitted by e-mail addressed to Gigi Whitley, Deputy Director for Administration and Finance for the Department of Homelessness and Supportive Housing at Gigi.Whitley@sfgov.org. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

9. Standard City Vendor Forms

9.1 How to Become Eligible to Do Business with the City
Before the City can award any award to a Contractor, all vendors must meet the minimum requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

9.2 Mandatory Forms
At a minimum, in order to become eligible to do business with the City, a vendor must submit the following documents to the Vendor Support Division via the City’s supplier portal located at https://sfcitypartner.sfgov.org/:

1. **Vendor Application Packet** (includes New Vendor Number Request Form and IRS Form W-9)
2. **CCSF Vendor - Business Registration** (Electronic Submission - you must have a vendor number to complete)
3. **CMD 12B-101 Declaration** of Nondiscrimination in Contracts and Benefits

9.3 Vendor Eligibility and Invoice Payment
Vendors must have a City-issued vendor number, have all compliance paperwork submitted and approved by the City, and have an executed agreement or purchase order before payments can be made. Once a vendor number has been assigned, an email notification will be provided by the City’s Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City’s supplier portal located at https://sfcitypartner.sfgov.org/.

9.4 Vendor Eligibility Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Purpose/Info</th>
<th>Routing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CCSF Vendor - Business Registration</strong></td>
<td>This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
<tr>
<td><strong>(Electronic Submission - you must have a vendor number to complete)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Declaration of Nondiscrimination in Contracts and Benefits</strong></td>
<td>This Declaration is used by the City’s Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator’s Contract Monitoring</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
<tr>
<td><strong>with supporting documentation</strong> (Form CMD-12B-101)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 9.5 Supplemental Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Required If:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Compensation Ordinance (MCO) Declaration (pdf)</td>
<td>You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.</td>
</tr>
<tr>
<td>Health Care Accountability Ordinance (HCAO) Declaration (pdf)</td>
<td>You have at least $25,000 ($50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or subcontractors.</td>
</tr>
<tr>
<td>Insurance Requirements (pdf)</td>
<td>The solicitation requires the successful Proposer to demonstrate proof of insurance.</td>
</tr>
<tr>
<td>Payment (Labor and Material) Bond (pdf)</td>
<td>The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.</td>
</tr>
<tr>
<td>Performance Bond (pdf)</td>
<td>The solicitation requires the awarded vendor to post a Performance bond.</td>
</tr>
<tr>
<td>Local Business Enterprise Program Application (Contract Monitoring Division)</td>
<td>You desire to participate in the City’s Local Business Enterprise Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts</td>
</tr>
</tbody>
</table>

For further guidance, refer to the City’s supplier training videos that are located online at: [https://sfcitypartner.sfgov.org/](https://sfcitypartner.sfgov.org/)