Request For Proposals (RFP)
Temporary Shelter Advocacy Services
RFP# HSH2019-125 (RFP#125)
Contact: Gilda Kemper | Gilda.Kemper@sfgov.org

Summary
The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals from qualified Proposers to provide Temporary Shelter Advocacy Services to families and individuals experiencing homelessness in San Francisco beginning July 1, 2019.

Schedule¹

<table>
<thead>
<tr>
<th>Schedule Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued</td>
<td>March 8, 2019</td>
</tr>
<tr>
<td>RFP Questions Deadline</td>
<td>March 12, 2019, 5:00 pm</td>
</tr>
<tr>
<td>RFP Answers and Clarifications Published</td>
<td>March 14, 2019</td>
</tr>
<tr>
<td>Proposal Due</td>
<td>March 20, 2019, 12:00 pm</td>
</tr>
<tr>
<td>Intent to Award Notification</td>
<td>April 2019</td>
</tr>
<tr>
<td>Grant Agreement Commences</td>
<td>July 1, 2019</td>
</tr>
</tbody>
</table>

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. Unauthorized contact may be cause for rejection of Proposal at the City’s sole and absolute discretion. All questions must be submitted by email to gilda.kemper@sfgov.org by the RFP Questions Deadline.

¹ Dates are subject to change. Check Office of Contract Administration website for latest schedule. Click on the “Consultants and Professional Services” link and then the link for this RFP.
Contents

1. Background........................................................................................................................................... 1
   A. Intent ................................................................................................................................................. 1
   B. Terms and Acronyms Used in This RFP ..................................................................................... 1
   C. Overview of HSH’s Strategic Framework and Statement of Need ........................................ 3
   D. Overview of HSH’s Homelessness Response System (HRS) .................................................. 4
   E. Funding Sources .......................................................................................................................... 5

2. Scope of Work ....................................................................................................................................... 5
   A. Populations Served ...................................................................................................................... 5
   B. Description of Program Services .............................................................................................. 5
   C. Service Approach ...................................................................................................................... 6
   D. General Service Requirements & Expectations ...................................................................... 7
   E. Service Objectives ..................................................................................................................... 8
   F. Outcome Objectives ................................................................................................................... 8
   G. Reporting Requirements .......................................................................................................... 9
   H. As-Needed Services ................................................................................................................. 9

3. Pre-Proposal Information ......................................................................................................................... 10
   A. Pre-Proposal Conference ......................................................................................................... 10
   B. RFP Questions Deadline ........................................................................................................... 10
   C. RFP Clarifications and Questions ............................................................................................. 10

4. Proposal Submission Requirements ......................................................................................................... 10
   A. Time and Place for Submission of Proposal ............................................................................. 10
   B. Proposal Submission Format ..................................................................................................... 11
   C. Proposal Contents ..................................................................................................................... 11

5. Selection of Grantee ............................................................................................................................... 12
   A. Additional Information ............................................................................................................... 12
   B. Minimum Qualifications ........................................................................................................... 13

6. Terms and Conditions for Receipt of Proposal ....................................................................................... 14
   A. Errors and Omissions in RFP ..................................................................................................... 14
   B. Inquiries Regarding RFP ............................................................................................................. 14
   D. Objections to RFP Terms ........................................................................................................... 14
   E. Change Notices ........................................................................................................................ 14
   F. Term of Proposal ....................................................................................................................... 14
   G. Revision of Proposal ................................................................................................................ 14
   H. Errors and Omissions in Proposal ........................................................................................... 15
   I. Financial Responsibility ............................................................................................................ 15
   J. Proposer’s Obligations under the Campaign Reform Ordinance ........................................ 15
   K. Sunshine Ordinance .................................................................................................................. 16
   L. Public Access to Meetings and Records .................................................................................. 16
   M. Reservations of Rights by the City .......................................................................................... 16
   N. No Waiver .................................................................................................................................. 16
   O. Local Business Enterprise Goals and Outreach .................................................................. 16
   P. Compliance with Previous Grant and Contract Requirements .......................................... 16
   Q. Other Terms and Conditions ..................................................................................................... 17

7. City Agreement Requirements .................................................................................................................. 17
   A. Compliance with Laws and Regulations .................................................................................. 17
   B. City’s Approval Rights over Subcontractors and Subcontractor Payments ........................ 17
C. Release of Liability ............................................................................................................ 17
D. Term of Cost and Work Effort Estimate .............................................................................. 18
E. Standard Agreement Provisions .......................................................................................... 18
F. Nondiscrimination in Contracts and Benefits ..................................................................... 18
G. Minimum Compensation Ordinance (MCO) ..................................................................... 18
H. Health Care Accountability Ordinance (HCAO) ............................................................... 18
I. First Source Hiring Program (FSHP) .................................................................................. 18
J. Conflicts of Interest ............................................................................................................ 19
K. Insurance Requirements .................................................................................................. 19
L. Compliance with Municipal Codes .................................................................................... 19
M. Companies Headquartered in Certain States .................................................................... 19

8. Protest Procedures ............................................................................................................... 19
   A. Protest of Non-Responsiveness Determination ............................................................. 20
   B. Protest of Grant Award ................................................................................................. 20

9. Standard City Vendor Forms ............................................................................................. 20
   A. How to Become Eligible to Do Business with the City ............................................... 20
   B. Mandatory Forms .......................................................................................................... 20
   C. Provider Eligibility and Invoice Payment ..................................................................... 21
   D. Vendor Eligibility Forms ............................................................................................... 21
   E. Supplemental Forms ....................................................................................................... 21
1. Background

A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals to provide Temporary Shelter Advocacy services to adults and families experiencing homelessness to meet HSH’s strategic framework goals.

HSH 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.

HSH intends to award Proposers through this procurement process to Proposers selected as the most qualified and whose responses conform to the RFP and meet the City’s requirements.

At this time it is estimated that a total of $150,000 is available annually for this service.

HSH may extend agreements for a total term not to exceed ten years and increase agreement amounts in accordance with City rules and regulations. The actual agreement terms and amounts are subject to funding availability, Proposal, agreement negotiations, and provider performance, as well as future needs.

B. Terms and Acronyms Used in This RFP

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Point</td>
<td>Families and individuals experiencing homelessness can obtain Coordinated Entry services at geographically diverse Access Points (AP). The Access Point staff will assess families and individuals for service needs and eligibility, and perform Problem Solving. Access Points work to ensure those with the highest needs are able to access shelter and appropriate housing interventions.</td>
</tr>
<tr>
<td>Agreement</td>
<td>The binding legal document resulting from this RFQ process. Sometimes also referred to as a Grant or Contract.</td>
</tr>
<tr>
<td>Arbitration Hearing (Shelters)</td>
<td>A hearing conducted by a neutral party upon the request of a guest who disagrees with the result of the internal shelter hearing. The arbitrator’s decision is final.</td>
</tr>
<tr>
<td>Client</td>
<td>An individual or family who uses the program services covered by this RFP. Also used interchangeably with “Guest”.</td>
</tr>
<tr>
<td>Client Advocates</td>
<td>Individuals, hired by the Grantee, who advocate on behalf of clients/guests who are being denied service at Temporary Shelter programs, and act as a link between the Shelter Grievance Advisory Committee, guests, and providers.</td>
</tr>
<tr>
<td>Coordinated Entry</td>
<td>Organizes the Homelessness Response System with a common, population-specific assessment, centralized data system, and prioritization method that directs guests to the appropriate resources and allows for data-driven decision making and performance-based accountability. Coordinated Entry in San Francisco is organized to serve three subpopulations, Adults, Families, and Youth. The process is broken into four parts: access, assessment, prioritization, and referral.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
</tr>
<tr>
<td>Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES)</td>
<td>Used in the Adult Shelter System by 311, Reservation Sites, and Resource Centers to make time-limited shelter reservations for single adults experiencing homelessness. Reservation Sites and Resource Centers create guest profiles in CHANGES before guests may access shelter. Guests are checked into shelter via CHANGES by shelter staff. CHANGES holds basic demographic information only. No other guest level information is retained in CHANGES. CHANGES will eventually be replaced with the ONE System.</td>
</tr>
<tr>
<td>Critical/Significant Incident Report</td>
<td>Awarded Providers are required to follow HSH protocols regarding emergency notification and submission of Critical/Significant Incident Reports to HSH.</td>
</tr>
<tr>
<td>Department of Homelessness and Supportive Housing (HSH)</td>
<td>The City and County of San Francisco’s Department of Homelessness and Supportive Housing (HSH), the sponsor of this RFQ. HSH may also be referenced as “Department” in this RFP.</td>
</tr>
<tr>
<td>External Grievance Hearing (Transitional Housing programs)</td>
<td>A hearing conducted by a neutral panel upon the request of a guest who disagrees with the result of the internal hearing at the transitional housing program. The panel’s decision is final.</td>
</tr>
<tr>
<td>Family</td>
<td>A household consisting of at least one adult age 18 or older and at least one minor child under 18. A family may also include pregnant persons under defined circumstances.</td>
</tr>
<tr>
<td>Grantee</td>
<td>Any Proposer awarded grant(s) for services under this RFP.</td>
</tr>
<tr>
<td>Grievance Policies</td>
<td>Refers to both the Shelter Grievance Policy and the Transitional Housing Grievance Procedure for Denials of Service.</td>
</tr>
<tr>
<td>Guest</td>
<td>An individual or family who uses the program services covered by this RFP. Also used interchangeably with “Client”.</td>
</tr>
<tr>
<td>Harm Reduction Model</td>
<td>Harm-reduction consists of working with guests to set realistic goals that support them in reducing high-risk substance use and other behaviors. Abstinence from drugs or alcohol is not a pre-requisite for access to services nor required for continued access or eligibility for services.</td>
</tr>
<tr>
<td>Homelessness Response System (HRS)</td>
<td>The overall system of services to address homelessness managed by HSH. Driven by the Department’s Strategic Framework, the system helps people exit homelessness by getting a house key into their hands as quickly as possible.</td>
</tr>
<tr>
<td>Navigation Centers</td>
<td>A form of Temporary Shelter, Navigation Centers provide low barrier to entry shelter to individuals experiencing homelessness along with intensive case management to help individuals obtain income, public benefits, health services, and housing. They are intended to support the most vulnerable members of the homeless population who likely will not access traditional shelter or services. Unlike traditional shelters, Navigation Centers allow individuals to bring their partners, pets and possessions.</td>
</tr>
</tbody>
</table>
### Term Definition

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online Entry Navigation System (ONE System)</td>
<td>Launched in June 2017, ONE is the data system used for all housing and services for homeless people in San Francisco. Managed by HSH, the ONE System will replace 15 legacy data systems, including the existing Homeless Management Information System (HMIS). The ONE System is a guest level database that is used system-wide to track all HSH related services and housing placements. The implementation of the ONE System is ongoing and will eventually include the Adult Shelter System.</td>
</tr>
<tr>
<td>Proposer</td>
<td>Any entity submitting a Proposal to this RFP.</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal.</td>
</tr>
<tr>
<td>Shelter</td>
<td>A facility with overnight sleeping accommodations, the primary purpose of which is to provide Temporary Shelter for homeless people in general or for specific populations of homeless persons.</td>
</tr>
<tr>
<td>Shelter Grievance Advisory Committee (SGAC)</td>
<td>An independent 10 to 15 member oversight committee having the authority to oversee the grievance process and make recommendations for improvements.</td>
</tr>
<tr>
<td>Shelter Grievance Policy</td>
<td>A written policy outlining the procedure to be followed in issuing warnings and denials of services and conducting internal shelter hearings and arbitration hearings.</td>
</tr>
<tr>
<td>Shelter Hearing</td>
<td>An appeal hearing conducted by shelter management upon request of a guest who is contesting his/her denial of shelter services.</td>
</tr>
<tr>
<td>Stabilization Beds</td>
<td>Apartments used to temporarily house individuals unable to stay in a congregate setting, usually due to mental health issues.</td>
</tr>
<tr>
<td>Strategic Framework</td>
<td>The HSH Five-Year Strategic Framework provides a roadmap for reducing homelessness in San Francisco and making it a rare, brief, and one-time occurrence. HSH Strategic Framework may be found at <a href="http://hsh.sfgov.org">http://hsh.sfgov.org</a>.</td>
</tr>
<tr>
<td>Temporary Shelter</td>
<td>Provides temporary places for people to stay while accessing other services and seeking housing solutions. This may include Shelters, Navigation Centers, Stabilization Beds, and Transitional Housing.</td>
</tr>
<tr>
<td>Transitional Housing Grievance Procedure for Denials of Service</td>
<td>A written policy outlining the procedure to be followed in issuing denials of services and conducting external grievance hearings.</td>
</tr>
<tr>
<td>Transitional Housing Program</td>
<td>A temporary shelter program model that provides families with shared or private housing units for a time-limited period, during which participants receive support services to help with the transition to permanent housing.</td>
</tr>
<tr>
<td>Trauma Informed</td>
<td>Trauma-informed care is a strengths-based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment. Grantee shall ensure delivery of trauma-informed assistance to maximize self-sufficiency for people experiencing homelessness in San Francisco, to reduce the timeline from first encounter to housing placement, and ensure that households are not subject to redundant or unnecessary access barriers.</td>
</tr>
</tbody>
</table>

C. Overview of HSH’s Strategic Framework and Statement of Need
In October 2017, the HSH published its Strategic Framework, which lays out the Department’s vision and top priorities for significantly reducing homelessness in San Francisco by the end of 2022. It describes the key elements of a Homelessness Response System (HRS) designed to curb homelessness and looks at each of the three primary groups experiencing homelessness in San Francisco—adults, families with children, and youth—and what is needed to better meet the unique needs of each.

The Framework seeks to align existing and new programs within a system that treats homelessness as an emergency to be responded to quickly and effectively. To effectively implement this system-wide approach, all resources and programs must employ consistent, compassionate, and common-sense strategies with measurable goals. Using a system of Coordinated Entry, Problem Solving and prioritization, HSH and its partners will match resources to needs and ensure that those with the greatest challenges receive targeted assistance. Data and accountability will be built into the system. The strengths and dignity of people who are experiencing homelessness will be elevated throughout the system.

The Strategic Framework lays out HSH’s vision for significantly reducing homelessness in San Francisco and quickly getting house keys into as many hands as possible. Respondents are encouraged to familiarize themselves with the Framework, which may be found at hsh.sfgov.org.

D. Overview of HSH’s Homelessness Response System (HRS)

The Homelessness Response System (HRS) is the overall network of services to address homelessness managed by HSH. 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.

Coordinated Entry is a key component of this response system. Coordinated Entry is a consistent, community-wide intake process to match people experiencing homelessness to available community resources that are the best fit for their situation. Coordinated Entry includes a clear set of entry points, a standardized method to assess and prioritize people needing assistance, and a streamlined process for rapidly connecting people to a housing or problem solving solution and identifies the best type of available intervention to address their needs. For more information, please see: http://hsh.sfgov.org/wp-content/uploads/2018/08/Signed-CE.pdf.

Coordinated Entry will fully integrate into the Online Navigation and Entry (ONE) System, San Francisco’s Homeless Management and Information System (HMIS). The assessment will build upon the standard intake and be entered directly into ONE.

Coordinated Entry Access Points, which serve as the community connector to the HRS, offer direct services or provide referrals to services that assist eligible San Franciscans in resolving their homelessness or housing crisis. Access Points have four primary functions: 1. Eligibility screening for services; 2. Problem Solving to avoid entering the public shelter system; 3. Housing assessment and navigation to prioritize households based on living situation and vulnerabilities; and 4. Matching to determine eligibility for available housing opportunities and referral to housing site(s), based on eligibility and assessment results.

In the event that the Housing Assessment results in an individual being ineligible, the expectation is that Problem Solving will be offered as an ongoing resource.
This coordinated process will dramatically reduce the burden placed on people experiencing homelessness by removing the necessity to seek assistance from every provider separately and instead streamline access to the resources in the HRS.

E. **Funding Sources**

At this time HSH anticipates that General Fund will be used, however, the sources of funding may include federal, state, and local funds. Payment for all services provided in accordance with provisions under this RFP shall be contingent upon the availability of funds for these services. The City shall not be required to fund 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**

This Scope of Work is a general guide to the work the City expects Grantee to perform, and is not a complete listing of all services that may be required or desired.

A. **Populations Served**

Grantee shall serve guests in city-funded Temporary Shelter programs. HSH serves adults, transition age youth, families, older adults, and/or veterans, who are experiencing homelessness; and/or who are marginally housed; and/or at imminent risk of homelessness. Temporary Shelter Advocacy services are required when Temporary Shelter service programs issue a denial of services to a guest.

B. **Description of Program Services**

Grantee shall train and employ Client Advocates to perform the following Temporary Shelter Advocacy services:


2. **Conflict Resolution:**
   2.a. Grantee shall liaise between Temporary Shelter guests and Temporary Shelter provider staff to resolve conflicts related to denials of service or potential denials of service;
   2.b. Grantee shall refer unresolved issues through established processes, beginning with outreach to Temporary Shelter provider management. If the issue remains unresolved, Grantee shall refer the issue to point person(s) at HSH. If the situation is still unresolved, Grantee shall refer the issue to the Shelter Grievance Advisory Committee (SGAC), which oversees the implementation of the Shelter Grievance protocols;

3. **Advocacy/Representation:** Grantee shall represent guests, upon their request, at internal hearings; arbitration hearings; and internal and external grievance panel hearings, per the established policies and procedure for each Temporary Shelter service type;

4. **Documentation and Record Keeping:** Grantee shall document and maintain records regarding guest complaints, status and outcomes of each step of the established policies and procedure for each Temporary Shelter service type (e.g. shelter internal hearings, shelter arbitrations, and transitional housing internal and external grievance hearings);

5. **Reports:** Grantee shall provide reports, as requested, to the SGAC and the point person(s) at HSH; and
6. **Interpretation/Access**: Grantee shall ensure that language interpreter services are available, if needed, for hearings, and coordinate interpreter services with HSH for arbitrations.

C. **Service Approach**
Grantee shall incorporate best practices in service provision to all populations, as well as the concepts articulated in HSH’s Strategic Framework, including the following approaches:

1. **Housing Focused** - The system and all programs within it will use a Housing First, low barrier approach focused on ending homelessness for each household as quickly as possible.

2. **People Focused** - People should drive their solutions and the programs should focus on meeting their needs. Through shared assessment and a common front door, program participants should have a clear understanding of how to access services and what to expect from the system; program participants should not be required to sign up for numerous waiting lists or approach multiple programs to receive help. Program participant choice, strengths, and personal networks will be considered as part of finding the right solution.

3. **Accountability** - The system will be held accountable for results, using data to track to the goals and performance measures for each component and to ensure each program participant is being well-served. HSH will evaluate progress and report to the community on a regular basis.

4. **Stakeholder Informed** - Decisions about design, implementation, and review of results will be carried out with collaboration and input from a broad range of homeless and housed stakeholders.

5. **Trauma Informed** - Trauma-informed care is a strengths-based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment. Grantee will ensure delivery of trauma-informed assistance to maximize self-sufficiency for people experiencing homelessness in San Francisco, to reduce the timeline from first encounter to housing placement, and ensure that households are not subject to redundant or unnecessary access barriers.

6. **Respectfulness** - It is imperative that services be delivered in a respectful, appropriate manner. Best practices, such as strengths-based interviewing, and harm reduction, must be incorporated into all programs.

7. **Data-Driven** - Data will be used by all providers and the system as a whole to best serve each individual, assess the outcomes of programs, evaluate impact, inform changes, and guide investment to ensure we achieve maximum impact.

8. **Prioritized and Matched** - The system will match people to the right level of assistance to end their homelessness. Not all people experiencing homelessness require the deepest level of intervention. HSH will focus on making the most efficient use of its resources by matching the right person to the right resource at the right time, depending on need.

9. **Innovative** - With the systems goals in mind, opportunities to adapt practices and innovate new strategies and approaches are encouraged and will be supported and evaluated.
10. Equitable - With mindfulness about the racism and bias that has disproportionately created homelessness among racialized persons. HSH is committed to equity in the Department, system, and programs, which includes integration of racial equity, during hiring, staff development and training, program approach and data and outcomes.

11. Urgency - Each family’s homelessness should be treated as an emergency and the system will respond accordingly.

D. General Service Requirements & Expectations

1. Possession of Licenses/Permits: Grantee warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

2. Language Accessibly: Grantee shall address the needs of and provide services to guests and households who primarily speak language(s) other than English.

2. Record Keeping: Grantee shall maintain confidential files on each guest, including documentation and notes that track planning, progress, and outcomes.

3. Feedback, Complaint and Follow-up Policies
   Grantee shall provide means for the served population to provide input into the program. Feedback methods shall include:
   3.a. A complaint process, including a written complaint policy informing guests how to report complaints and request repairs/services; and
   3.b. A written quarterly survey that has been pre-approved by HSH, which shall be offered to the served population to gather feedback and assess the effectiveness of services and systems within the program. Awarded Providers shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.

4. City Communications and Policies
   Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
   4.a. Regular communication to HSH about the implementation of the program;
   4.b. Adherence to the Shelter Standards of Care requirements;
   4.c. Adherence to the Shelter Guest Advocate Agreement;
   4.d. Adherence to the HSH Shelter Grievance Policy2;
   4.e. Adherence to the Transitional Housing Grievance Policy for Denials; Attendance of quarterly HSH meetings, as needed, such as, but not limited to: hearings on issues related to homelessness3; SGAC meetings; Attendance of the Shelter Monitoring Committee Meetings4; Local Homeless Coordinating Board5 meetings; Stakeholder Meeting; and Shelter Access Workshops.

---


3 If the Grantee supervisor has questions about whether or not attending the meeting/hearing in question is within the scope of services, the supervisor shall contact the HSH Family Emergency Services Manager or a designee for clarification.

4 The Shelter Monitoring Committee has the option of inviting the Client Advocates to attend meetings. If the Client Advocate is a member of the Shelter Monitoring Committee, then that Client Advocate may attend.
4.f. Attendance of trainings, as requested; and
4.g. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff or guests and when Child Protective Services removes a child. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident.

5. **Agency Disaster and Emergency Response Plan:** Grantee 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. Awarded Providers shall update the Agency/site(s) plan as needed and Awarded Providers shall train all employees regarding the provisions of the plan for each Agency/site(s).

**E. Service Objectives**
Objectives will be measured by reported data as specified in Section G. Reporting Requirements and/or via program monitoring. In measuring these areas, a balance will be created between the value of the information and the time/effort required to collect the information.

On an annual basis, Grantee shall meet the following service objectives:
- Attend 100 percent of the meetings of the SGAC and present the Client Advocates’ monthly reports;
- Attend two outreach sessions at Temporary Shelter programs per month to inform guests about grievance policies as scheduled with Temporary Shelter provider program directors; and
- Implement of an annual satisfaction survey to solicit and incorporate guest feedback.

HSH may develop additional service objectives to describe our expectations around the quantity and quality of services provided. Grantee will be held accountable to meeting service objectives as they represent essential inputs tied to proposed program outcomes.

Service objectives may include:
- Number of unduplicated guests served in the grant period;
- Number of unduplicated guests that receive specific types of services;
- Volume or quantity of services to be provided; and/or
- Timeliness or frequency of service provision.

**F. Outcome Objectives**
On an annual basis, Grantees shall achieve the following service objectives:
- A minimum of 90 percent of guest that request representation at internal hearings will be met; and
- 100 percent of guest requests for representation at arbitrations and external grievance hearings will be met, per the defined policies.

Objectives will be measured by reported data as specified in Section G. Reporting Requirements and/or via program monitoring. HSH may develop outcome objectives for each program to measure

---

5 The Board has the option of inviting the Client Advocates to the meeting. If the Client Advocate is a member of the Board then that advocate may attend. If there is an agenda item that pertains to the grievance process, then the Client Advocates may attend.
the change we hope to see in the participants, community, or system as a result of the program. Certain outcome objectives will be calculable using participant-level data collected from each program. HSH will clearly define outcome objectives to be reported and/or calculated in the final grant agreement.

G. Reporting Requirements

HSH is working to integrate all programs and legacy databases into the ONE System. HSH will not provide data uploads into the ONE System on behalf of Grantee. Grantee shall receive training on how to use the ONE System and shall be expected to enter program guest information into the system in a timely manner. Grantee shall be responsible for maintaining accurate and complete program guest level records in the ONE System. The records shall be expected to meet or exceed the ONE System Continuous Data Quality Improvement Process standards: https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process

Reporting requirements may vary by program, service type, and/or funding source. Grantee shall submit reports in a timely manner using templates or formats specified by HSH.

Grantee shall to enter data into the ONE System, but 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. HSH will provide clear instructions to all Grantee regarding the correct mechanism for sharing data.

Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner. Any information shared between Grantee, HSH, and other providers about program guests shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA and privacy guidelines.

Changes to data collection or reporting requirements shall be communicated to Grantee via written notice via email or mail at least one month prior to expected implementation.

When required by HSH, Grantee shall provide regular reports of activities, referencing the tasks as described in the Service and Outcome Objectives section. Reports may also include accomplishments and challenges encountered by Grantee, and may include summary measures such as:
1. Number of program enrollments per month by population (i.e. adults, TAY, families, chronically homeless) and/or housing status;
2. Number and type of exits per month and exit destinations;
3. Number of services provided by service type;
4. Changes in capacity for new and existing programs (e.g. unit/bed inventory); and
5. Timeliness or frequency of service provision.

Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee’ services. Grantee 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 Grantee within thirty working days of receipt of any evaluation report and such response shall become part of the official report.

H. As-Needed Services
Subject to the City’s approval, the grant(s) awarded under this RFP may be amended in accordance with City requirements to include additional services by Grantee 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

A. **Pre-Proposal Conference**  
   No in-person Pre-Proposal Conference will be held for this RFP.

B. **RFP Questions Deadline**  
   Questions or requests for interpretation will only be accepted by email to gilda.kemper@sfgov.org until the RFP Questions Deadline, March 12, 2019, 5:00 pm.

   Proposer-specific questions about compliance with the City’s vendor requirements in Section 9. Standard City Vendor Forms or the Proposal templates, are not subject to the above deadline and may still be asked and answered by the contact designated in this RFP.

C. **RFP Clarifications and Question and Answers**  
   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](http://mission.sfgov.org/OCABidPublication). From the search by category, select “Consultants and Professional Services” and then the link for this RFP.

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

### 4. Proposal Submission Requirements

A. **Time and Place for Submission of Proposal**  
   Proposals, including all related materials, both in electronic and hard copy format as detailed below, must be received by March 20, 2019, 12:00 pm.

   1. **Electronic Proposal**  
      Proposers shall submit one electronic PDF file of the Appendix 1: Proposal Template and one PDF file and one Excel file of the Appendix 2: Budget Template Workbook to gilda.kemper@sfgov.org. The electronic file title should include the RFP number and the Proposer name.

   2. **Hard Copy Proposal**  
      Proposers shall deliver five hard copies of the Proposal to:

      Gilda Kemper  
      Department of Homelessness and Supportive Housing  
      1360 Mission Street, Suite 200  
      San Francisco, CA 94103

   Please note that mail is not recommended, as postmarks will not be considered in judging the timeliness of submissions. Proposals submitted solely by email will not be accepted. Proposals
submitted by fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or email delivery failure. Supplemental documents or revisions after the Proposals Deadline will not be accepted.

B. Proposal Submission Format
Proposers must submit a Proposal, comprised of Appendix 1: Proposal Template and Appendix 2: Budget Template, in the order and format specified. This is necessary so that all Proposals may receive fair and consistent evaluation. Proposals that do not follow 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 Grantee Selection criteria in 5. Selection of Grantee.

Proposers must print double-sided to the maximum extent possible and bind proposals copies with a binder clip, rubber band, or single staple. Proposal Packages must not be submitted in a binder, bound with spiral binding, or anything similar. It is preferred that text is single spaced, unjustified (i.e., with a ragged-right margin) using Times New Roman 12 font.

C. Proposal Contents
Using Appendix 1: Proposal Template, the Proposer must complete/provide the following:

1. Summary
   1.a. Applicant Information
   1.b. Certifications

2. Minimum Qualifications
   Proposers must demonstrate that they relevant Minimum Qualification. When describing experience with the proposed services, each Proposer must include the prior or current program name; funder name; funder contact name, title and email; and the start/end dates. If a Subcontractor will be used, the Proposer must identify the Subcontractor and how it meets the Minimum Qualification.
   2.a. Proposer must demonstrate at least three years of experience providing the Temporary Shelter Advocacy services it is as described in this RFP to individuals and/or families experiencing homelessness.

3. Organizational Capability and Experience
   In no more two pages, Proposers must provide responses to the following:
   3.a. Describe agency’s organizational capability and infrastructure to deliver Temporary Shelter Advocacy services as described in this RFP.
   3.b. Describe the agency’s experience working with the served populations, including, diverse populations, such as Black, Latino, and LGBTQ individuals and experience providing responsive services. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery.

4. Program Plan
   In no more than three pages, Proposers must provide responses to the following:
   4.a. Describe the agency’s plan to deliver Temporary Shelter Advocacy services as described in this RFP; and make note of any challenges and barriers that may arise; and how the agency plans to mitigate such issues, including how it plans to ensure continuity of services for the served population.
4.b. Describe the agency’s proposed staffing structure, including brief job descriptions, qualifications, and training. Please do not include resumes.

4.c. Describe the agency’s plan to solicit served population feedback; and how the feedback will be reported to HSH and incorporated into the program.

5. **Budget Template**

5.1 Using the Appendix 2: Budget Template, Proposers must list expenses for all proposed costs from July 1, 2019 to June 30, 2020, using the Salary and Operating tabs, as appropriate.

- The budget must include reasonable, detailed, and accurate information.
- The budget forms are Excel spreadsheets with existing formulas. Please only complete the yellow highlighted section. There are three sections in the budget workbook: Summary, Salaries Detail, Operating Detail, and Budget Narrative.
- Please note the Salaries and Operating are direct costs and must be clearly and easily attributable to the program costs.
- Indirect rates are not allowable on Subcontractor indirect expenditures, capital expenditures, aid payments, other direct voucher payments, or any stipend, subsidy or expense paid on behalf of a participant (i.e., security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list.
- If applicable, attach a separate detailed Subcontractor budget using the standard HSH format if there is a Subcontractor arrangement made under the terms of the grant. Provide a brief explanation of the Subcontractor arrangement, as well as a budget breakdown. Please note the total Subcontractor budget amount should appear on the Operating tab under the Subcontractor section.

5.2 Using the Appendix 2: Budget Template, Proposers must complete the Budget Narrative tab, to clearly explain the basis for each expense listed on the Salaries and Operating tabs, including Indirect, as appropriate.

- The Budget Narrative provides detailed information and calculations supporting the amount allocated to each line item.
- Proposers must detail all mathematical computations for each line item and show how the total dollar amount was derived, e.g., the annual salary for each position multiplied by the full-time equivalent (FTE), the number of square feet of office space to be utilized multiplied by the rate per square foot, the cost per month for insurance multiplied by the number of months in the grant term, etc.
- If Indirect is included in the Budget, please describe the cost allocation and use of Indirect funds.
- For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the FTE, the percentage of FTE allocated to the activity, the salary per month or per annum, and the mathematical computation used to arrive at the total dollar amount.

5. **Selection of Grantee**

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

A. **Additional Information**

In some instances, the City may request additional information from qualified Proposers prior to making a determination about agreement awards.
B. Minimum Qualifications
Each Proposer must clearly demonstrate that it meets the Minimum Qualifications to be considered for evaluation.

The Minimum Qualifications determination will be solely based on the information submitted by the Proposer. Insufficient or incomplete information will result in a Proposal being considered non-responsive. Responses of “To be provided upon request” or “To be determined” or “Confidential” or the like, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable. Any Proposal that does not demonstrate that the Proposer meets the Minimum Qualifications for which it is applying will be issued a notice of non-responsiveness and will not be evaluated or eligible for grant 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.

C. Proposal Evaluation (100 total possible points)
HSH intends to award agreements to Proposers that it determines will provide the best overall program services within a reasonable pricing structure. HSH reserves the right to accept other than the lowest priced offer and to reject any Proposal that is not responsive to this RFP. The City intends to evaluate the Proposal generally in accordance with the criteria itemized below.

Organizational Capability and Experience (40 points)
- Does the agency clearly demonstrate that it has the experience, organizational capability and infrastructure to successfully operate the Temporary Shelter Advocacy services as described in the RFP? If so, how well does it demonstrate this? (20 points)
- Does the agency clearly demonstrate that it has experience providing responsive services to diverse populations, such as Black, Latino, and LGBTQ individuals? If so, how well does it demonstrate this? (20)

Program Plan (36 points)
- Is the agency’s plan to delivery Temporary Shelter Advocacy services as described in this RFP clear and reasonable? Does it include challenges and mitigation strategies? Does it match the scope as described in this RFP? If so, how well does it demonstrate this? (12 points)
- Is the agency’s planned staffing structure is clear and reasonable? Is it well matched to the services required in the RFP? Does it match the proposed? If so, how well does it demonstrate this? (12 points)
- Is the agency’s plan to solicit and include guest feedback clear? Does it describe a well thought out plan to solicit served population feedback and a process to incorporate feedback into the program? If so, how well does it demonstrate this? (12 points)

Budget Workbook (24 points)
- Is the agency’s proposed budget is reasonable (e.g. allocation of direct versus non-service staff; salaries, benefits; operating costs?)? Does the budget reflect a reasonable and thoughtful allocation of resources? Does the budget match the program requirements as described in this RFP; and the proposed staffing structure? If so, how well does it demonstrate this? (12 points)
- The budget narrative is clear, thorough, and provides justification for all budget line items, including Indirect. (12 points)
6. Terms and Conditions for Receipt of Proposal

A. 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 72 hours prior to the Proposal Deadline.

B. 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: gilda.kemper@sfgov.org. All Proposer questions concerning the RFP process shall be submitted 72 hours prior to the Proposal Deadline. Proposers who fail to do so will waive all further rights to protest, based on these specifications and conditions.

D. 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 72 hours prior to the Proposal Deadline, provide written notice to the Department 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.

E. Change Notices
The Department may modify the RFP, prior to the Proposal 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 Proposal Deadline regardless of when the Proposal is submitted. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal 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.

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

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

In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal 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 Proposal received.
H. 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 Proposer from full compliance with the specifications of the RFP or any grant awarded pursuant to the RFP.

I. Financial Responsibility
   The City accepts no financial responsibility for any costs incurred by a Proposer 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.

J. 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; and
   - 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 provider approaches any city officer or employee about a particular grant, or a city officer or employee initiates communication with a potential grantee about a grant. The negotiation period ends when a grant is awarded or not awarded to the provider. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a grant; and (2) a city officer or employee contacts a provider to propose that the provider apply for a grant. Inquiries for information about a particular grant, 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) 581-2300.
K. **Sunshine Ordinance**

In accordance with S.F. Administrative Code Section 67.24(e), Proposers’ bids, responses to RFPs and all other records of communications between the City and persons or firms seeking agreements shall be open to inspection immediately after a grant 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 grant or other benefits until and unless that person or organization is awarded the grant or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

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

If an 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 grant agreement reached on the basis of the Proposal.

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

The issuance of this RFP does not constitute an agreement by the City that any grant 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 Proposal;
3. Reissue a Request for Proposal;
4. Prior to submission deadline for Proposal, 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 Proposal;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no project will be pursued.

N. **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.

O. **Local Business Enterprise Goals and Outreach**

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

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

Agencies submitting Proposal 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 agreements or 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 agreements or contracts may result in agency disqualification to participate in this RFP.

Q. Other Terms and Conditions
The selection of any Proposer for grant 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 grant agreement cannot be negotiated in a reasonable time with the selected Proposer, then the City, in its sole discretion, may terminate negotiations and begin grant agreement negotiations with the next 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 grant agreements or contracts for similar or identical services if, in the City’s sole and absolute discretion, it determines the Proposal submitted in response to this RFP are inadequate to satisfy its needs.

7. City Agreement Requirements

A. Compliance with Laws and Regulations
Proposers must comply with all applicable State, Federal, 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 successful 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.

B. 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 Subcontractors in their Proposal. All current and future Subcontractors must conform to all City policies regarding Subcontractors. Furthermore, each 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 Proposer. 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 Proposer.

C. Release of Liability
The Proposer hereby releases all individuals, entities and firms from all claims and losses that may arise from said individuals, entities or firms providing information, comments, or conclusions to inquiries that the City and County of San Francisco may make regarding the qualifications of any individual or firm seeking to be selected as a grantee or Subcontractor in connection with this RFP. This release is freely given and will be applicable whether or not the Proposal by said individuals, entities or firms are accurate or not, or are made willfully or negligently.
D. **Term of Cost and Work Effort Estimate**
Submission of a Proposal signifies that the proposed services and prices are valid for the full term of the grant awarded under this RFP, including all options to extend, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

The City may award contract(s) or grant(s), based on Proposal received without discussion. A Proposer’s initial cost and work effort estimate should, therefore, be based on the most favorable terms available. The City reserves the right to accept other than the lowest price offer and reject any Proposals that are not responsive to this RFP.

E. **Standard Agreement Provisions**
The successful Proposer will be required to enter into a grant agreement. 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 grant offer. The City, in its sole discretion, may select another Proposer.

F. **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 agreements, 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/.

G. **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 Grantee to provide employees covered by the Ordinance who do work funded under the grant agreement 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 Grantee will be required to pay any such increases to covered employees during the term of the grant. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

H. **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. Proposers 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.

I. **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.

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

K. Insurance Requirements
Upon award, Grantee 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 Owner, 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.

L. Compliance with Municipal Codes
Grantee 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.

M. Companies Headquartered in Certain States
Successful Proposers awarded agreements through this RFP are 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 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 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 Grantee selection and/or negotiation process during any protest period. The City will cease its Grantee selection process only if and when it receives a notification of decision that is in favor of the protester.

A. **Protest of Non-Responsiveness Determination**
Within five business days of the City's issuance of a notice of non-responsiveness, any Proposer that has submitted an Proposal and believes that the City has incorrectly determined that its Proposal is non-responsive may submit a written notice of protest by email (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.

B. **Protest of Grant Award**
Within five business days of the City's issuance of a notice of intent to award grant(s) 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 email (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 grant(s).

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.

All protests must be received by the due date. Protests must be submitted by email addressed to Gigi Whitley, Deputy Director for Administration and Finance for HSH 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**

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

B. **Mandatory Forms**

---

6 In this RFP section, the term “Vendor” is used interchangeably with “Supplier,” and describes a provider seeking to enter into a grant agreement with the City. Since the City’s transition to the PeopleSoft Financial System (FSP) in 2017, City providers are now assigned Supplier identification numbers (Supplier IDs), which replace previously-assigned Vendor numbers. Any references on proposal forms to “Vendor Number” shall mean a Supplier ID, assigned by the City. For more information, please visit https://sfcitypartner.sfgov.org.
At a minimum, in order to become eligible to do business with the City, a provider must submit the following documents to the Vendor Support Division via the City’s supplier portal located at https://sfcitypartner.sfgov.org:

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

C. **Provider Eligibility and Invoice Payment**

Providers must have a City-issued Supplier 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 Supplier 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/

D. **Vendor Eligibility Forms**

<table>
<thead>
<tr>
<th>Form</th>
<th>Purpose/Info</th>
<th>Routing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CCEF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</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>Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation (Form CMD-12B-101)</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 <strong>Contract Monitoring Division Equal Benefits</strong> web page.</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
<tr>
<td><strong>Vendor Profile Proposal</strong></td>
<td>Includes New Vendor Number Request Form and IRS Form W-9.</td>
<td><a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a></td>
</tr>
</tbody>
</table>

E. **Supplemental Forms**

<table>
<thead>
<tr>
<th>Form:</th>
<th>Required If:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum Compensation Ordinance (MCO) Declaration</strong></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><strong>Health Care Accountability Ordinance (HCAO) Declaration</strong></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</td>
</tr>
<tr>
<td><strong>Area</strong></td>
<td><strong>Information</strong></td>
</tr>
<tr>
<td>----------</td>
<td>----------------</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 Proposal (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/).