City and County of San Francisco Department of Building Inspection

Request for Proposals #0000007100 Tenant Outreach in Federal Department of Housing and Urban Development-Funded Buildings



Request for Proposals Issued: Deadline for Written Questions: Deadline to Submit Proposals: June 24, 2022 Friday, July 1, 2022 @ 3pm July 18, 2022 @ 3pm

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Attachments

Attachment 1: Grant Agreement (Form G-100)

I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

The Department of Building Inspection ("DBI") seeks proposals from non-profit organizations demonstrating successful experience in providing code enforcement outreach and tenant stabilization services to City and County of San Francisco ("City") residents living in public housing and HUD-funded properties¹.

This program is designed to help improve the living conditions in all types of HUD-funded and public housing, including residential buildings that are owned by the San Francisco Housing Authority ("SFHA") or U.S. Department of Housing and Urban Development ("HUD") and operated by private management companies.

B. Selection Overview

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

C. Anticipated Term

A grant awarded pursuant to this Solicitation shall have a tentative term of two (2) years from **July 1, 2022** to **June 30, 2024**, subject to annual availability of funds and annual satisfactory grantee performance. DBI reserves the right to enter into a grant of a shorter duration.

D. Anticipated Not to Exceed Amount

The total estimated annual funding for a grant awarded pursuant to this Request for Proposals (RFP) is **\$200,000 for Fiscal Year 2022-23; \$200,000 for Fiscal Year 2023-2024**. The sources of funding for the grant are state, federal, and local funds. Payment for all services provided in accordance with provisions under the awarded grant shall be contingent upon the availability of funds. The City does not guarantee any minimum amount of funding for these services.

The successful grantee will be required to commit to fulfilling the reporting requirements that correspond with the applicable state, federal, and/or other revenue sources funding the grant. In the event the Grantee fails to fulfill these requirements, the City will direct the Grantee to reduce its budget accordingly and/or terminate the grant.

E. Solicitation Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and

¹ Public housing is housing that is owned by the San Francisco Housing Authority ("SFHA"), whereas HUD-funded properties are any property that receives federal housing funds.

subject to change.

Proposal Phase	Tentative Dates (may be subject to change)
Request for Proposals Issued	Friday, June 24, 2022
Deadline for Written Questions	Friday, July 1, 2022 @ 3pm
Deadline to Respond to Questions	Friday, July 8, 2022 @ 3pm
Deadline to Submit Proposals	Monday, July 18, 2022 @ 3pm
Tentative Evaluation of Proposals	July 25 – 29, 2022
Tentative Notice of Grant Award	August 5, 2022

F. Limitation of Communications During Solicitation

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

G. Definitions

DBI	Department of Building Inspection
SFHA	San Francisco Housing Authority
HUD	U.S. Department of Housing and Urban Development
UOS	Units of Service

H. Target Population

San Francisco tenants living in public housing and HUD-funded properties, including residential buildings owned by the SFHA and operated by private management companies.

II. SCOPE OF WORK

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. Potential grantees should use this description when designing their proposed programs. However, potential grantees may suggest modifications and/or additions that will, in their estimation, make the program more feasible or effective. The description below outlines the key program elements and services the selected grantee will provide.

A. Description of Services

This grant will facilitate four different Units of Service (UOS):

- 1. Specific tenant outreach for the purpose of community stabilization that includes, but is not limited to, street outreach, door-to-door outreach and leaf-letting in all types of public housing and HUD-funded residential buildings;
- 2. Individual tenant counseling including, but not limited to, needs assessment, housing retention plan, general advocacy, tenant meetings, referral and housing counseling;
- 3. Community programs including, but not limited to, tenant rights workshops and leadership development training meetings. The target population is very low-income, elderly, and disabled tenants living in HUD-funded and public housing;
- 4. Substandard conditions in public housing and HUD-funded properties shall be referred to DBI staff, and program staff will collaborate with DBI to alleviate such conditions.

B. Objectives

Proposers should state in measurable, quantifiable terms the service and outcome objectives they will achieve in providing these services. The major purpose of objectives is to measure quantity, quality, and impact of services. In measuring these areas, a balance should be created between the value of the information and the time/effort required to collect the information. The objectives stated in the proposal may be incorporated as part of the program's evaluation plan.

The objectives should be specified in the proposals to match the services to be provided.

1. Services Areas

- a) This program applies to all types of publicly funded housing, including residential buildings that are owned by the SFHA or HUD and operated by a private management company located throughout the City.
- b) Proposers must be a local non-profit organization having experience working with diverse cultural groups, low income individuals/families, elderly, and disabled, with significant linguistic, social, and economic needs.
- c) Proposers should have experience enhancing the community participation of these hard to reach disadvantaged populations.
- d) Proposers are also required to have established community based experience in (1) a demonstrable proficiency in the San Francisco Housing Code enforcement/ abatement process, (2) mentorship of public housing occupants regarding habitability/safety issues, and participation in city services, and (3) a proven track record in providing housing counseling services regarding tenant rights, housing displacement, and substandard conditions.
- e) Following the selection process, non-profit organizations will work with DBI Housing Inspectors to correct problems.

f) No fees will be collected from tenants.

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.

To minimize duplication of effort and to allow the City to coordinate data requests and data available for the services requested within this RFP, as well as for previous and future programs, the selected Contractor's findings and data may be shared by the City with other City Contractors, as deemed appropriate by the City.

Each Proposer should demonstrate its capabilities by providing responses to this RFP.

Proposers are expected to meet the following Units of Service per fiscal year defined as from July 1 to June 30.

2. Units of Service/Unduplicated Clients

- 1. Phone calls/social media, individuals flyered, workshop attendees, intakes, etc.) 1,200
- 2. Number of New Counseling Cases (cases with completed intakes, advocacy actions, mediation, etc.) 40
- Number of Community Programs (workshops, fairs, concentrated flyering, community building events, etc.) 20
- Number of Community Program Participants (Duplicated) (community program & workshop attendees, etc.) 240

Selected Proposers will coordinate, cooperate, and collaborate with DBI Housing Inspectors and staff from other non-profit organizations in the Code Enforcement Outreach Program.

Selected Proposers will have program managers who are proficient in the San Francisco Housing Code enforcement/abatement process and related business records, and will utilize this proficiency and proper management skills to supervise, monitor, and train their program providers on an on-going basis to maintain a knowledgeable staff, and an effective/cooperative working relationship with DBI. All subcontractors will do the same.

3. Outcomes Objectives

- 1. 80% of public housing tenants (including tenants living in HUD-funded properties) who attend a workshop and fill out a client satisfaction survey will report that they are satisfied or very satisfied with the workshop and report an increased knowledge of workshop topics.
- 2. 10% of public housing tenants (including tenants living in HUD-funded properties) that are provided outreach and referrals will have improved habitability conditions through code enforcement process and/or advocacy.

4. Mandatory Process Objectives

- 1. Proposer's staff will develop, translate and distribute user-friendly outreach and resource materials for public housing tenants (including tenants living in HUD-funded properties). Materials will be both culturally and linguistically appropriate for the target population. All materials are subject to review by Department staff prior to distribution.
- 2. Proposer's staff will conduct two community outreach events per quarter to educate public housing tenants (including tenants living in HUD-funded properties) about fire prevention, disaster preparedness, tenant rights education, etc.
- 3. Proposer's staff must be available during business hours Monday through Friday. Additionally, staff must be reachable (through voice mail and/or email) during evening and weekend hours.
- 4. Proposer's staff will utilize unsolicited feedback from clients as well as a formal annual evaluation to active participants.
- 5. Proper's staff will submit quarterly reporting on meeting target objectives, with narrative, due on the 15th of the following month.
- 6. Proposer's staff will submit monthly invoices and backup documentation for expenditures due on the 15th of the following month.
- 7. Proposer's staff will provide thorough written or verbal reports regarding their Housing Code abatement activities at the regularly scheduled program meetings with DBI.
- 8. Proposer's staff will provide community support and respond to requests for services from other community agencies.

C. Reporting Requirements

The successful grantee shall submit monthly and quarterly reports during the Grant term that will provide a summary of progress towards achieving Grant activities per reporting period as well as cumulatively for the grant year to date, for each identified service and outcome objective. Reports are due 15 days after the close of the reporting period. The annual report may be substituted for the final quarterly report.

III. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

Proposers shall submit one (1) electronic pdf copy of the proposal to the Contract Manager, <u>Sharon.lee@sfgov.org</u>, and <u>DBI.RFP@sfgov.org</u>. Electronic file title should include RFP number, agency name, number of files submitted i.e. 1 of 4. **Proposals must be received by 3:00 p.m., on July 18, 2022.** Late submissions will not be considered. Supplemental documents

or revisions after the deadline will not be accepted.

Department staff will confirm receipt of all Respondent submissions within one (1) business day after the deadline for receipt noted above.

B. Format

Proposals must be created using a word processing software (e.g. Microsoft Word or Excel), text should be unjustified (i.e., with a ragged-right margin) using a 12-point serif font (e.g.-Times New Roman, and not Arial), and page margins should be at least 1" on all sides (excluding headers and footers).

C. Content

Organizations interested in responding to this RFP must submit the following information, in the order specified below. All proposals for funding must be developed using the format below. This is necessary so that all proposals can receive fair and equal evaluation. Proposals not following the required format will not be considered for funding. Information must be at a level of detail that enables effective evaluation and comparison between proposals by the Proposal Evaluation Panel. The Respondent must ensure that the proposal addresses the Selection Criteria.

1. Table of Contents

Each proposal package should contain a complete table of contents showing page numbers. All pages in the package must be numbered consecutively, and major sections must be indexed.

2. RFP Cover Page – (use form provided in Section XI)

Submit the cover page signed by a person authorized to obligate the organization to perform the commitments contained in the proposal. Submission of this document will constitute a representation by the organization that the organization is willing and able to perform the commitments contained in the proposal.

3. Minimum Qualifications – up to 3 pages

All agencies submitting proposals for funding must provide a *Minimum Qualifications Narrative* describing in detail how the proposing agency meets each of the Minimum Qualifications. Any proposals failing to demonstrate these qualifications will be considered non-responsive and will not be eligible for proposal review or award of grant. (refer to section IV, Item A)

4. Contracts (both public and private) – up to 2 pages

Agencies should submit a statement listing relevant contracts with a description of the services which have been completed during the last three (3) years. The statement must also list any failure or refusal to complete a contract, including details and dates. Include any unresolved and/or outstanding findings from any program or fiscal/compliance visits done by the City. If no outstanding issues, provide a statement that your agency is in full compliance with program and fiscal monitoring. Provide disclosure of any litigation including Respondent, subcontracts, or any principal officers thereof in connection with any contract or grant.

5. Program Approach – up to 10 pages

Description of your specific program approach to deliver the services proposed in this RFP. In addition, please address the following:

- a. Description of your specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP (be sure to address all applicable items listed in Service Area, Scope of Work, and Service and Outcome Objective, Mandatory Process Objectives). Describe the linkages that will link tenants to services.
- b. Identify the proposed site that will be made available for the target population. Is the facility/site appropriate for the services proposed?
- c. Identify any subcontractors and describe their responsibilities in the delivery of services.
- d. List and explain the specific service and outcome objectives to be accomplished and how they will be measured. Describe methods for data collection, documentation, and reporting on service and outcome objectives.
- 6. Organizational Capacity up to 5 pages (not including resumes/job descriptions) Description of your organization's ability to deliver the services proposed in this RFP. In addition, please address the following:
 - a. <u>Staffing Plan</u> Describe organizational structure and staffing patterns needed to provide the proposed services, including program supervision and management.

Attach job descriptions and resumes of key program staff and clearly identify which staff position they occupy and provide written assurance that the key individuals listed and identified will be performing the work, and will not be substituted with other personnel or reassigned to another project without the City's prior approval.

Clearly identify whether services will be performed by existing staff or by proposed staff.

- b. Description of agency experience and staff skills related to working with the identified target population and program design.
- c. Service Site Plan Describe the plan for location and hours of services and how target caseload capacity will be accommodated.
- d. Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved.

7. Fiscal Capacity (Budget) – up to 4 pages (excluding justification, cost allocation plan and audited financial statement)

Please refer to the instructions outlined in Section XIII and use only approved budget forms. Provide Cost Allocation Plan and current audited financial statements. DBI intends to award this grant to a Proposer that it considers will provide the best overall program services at a reasonable pricing structure. DBI reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Using the budget forms, please provide the direct expenses for all proposed costs to be supported through this grant. Respondents must also provide a budget narrative that clearly explains the basis for each expense listed on the budget forms.

Discuss planned leveraging of other resources (i.e., fund raising, in-kind contributions, etc.), if any, to support the program approach proposed. Identify external resources committed to this program, including in-kind resources designated solely for this program. Assign a dollar value for all external resources.

8. Completed Page Number Form (refer to Section XII)

IV. PROPOSAL EVALUATION CRITERIA

A. Minimum Qualifications (Pass/Fail)

Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.

MQ #	Description
MQ 1	Proposer has 3 years of experience demonstrating successful experience in providing code enforcement outreach and stabilization to San Francisco residents living in public housing to the target
MQ 2	population as described in the RFP. An organization with valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code and applicable California requirements.
MQ 3	Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.
MQ 4	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.

Proposals should clearly demonstrate that the qualifications are met. Insufficient or incomplete information may result in a proposal being considered non-responsive and may not be eligible for award of the grant.

Please note: Organizations submitting proposals that have previously been contracted by

the City, State 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/contracts may result in Agency disqualification to participate in this RFP**. A letter self-verifying compliance is acceptable.

B. Selection Criteria

The 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.

Total Possible Points: 100

Program Approach (45 points)

- Does the Proposer clearly describe the organization's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP, including Target Population, Scope of Work, and Service and Outcome Objectives? Does the Proposer clearly describe the linkages that will link tenants to services? (15 points)
- 2) Is the proposed facility/site that will be made available for the target population appropriate for the services proposed? (10 points)
- 3) Does the respondent describe specific service and outcome objectives to be accomplished and how they will be measured? Does the respondent include an explanation of methods for data collection, documentation, and reporting on service and outcome objectives? (10 points)
- 4) Does the proposed model include methods for tenants to offer input regarding program design, service delivery and program operations? (10 points)

Organizational Capacity (30 points)

- 1) Does the respondent demonstrate the management/supervisorial infrastructure, and administrative/financial capacity to deliver the proposed services? (10 points)
- 2) Based on job descriptions and qualifications, does the staff have the necessary skill, training, and experience to successfully provide the services to these clients and community? Is the program sufficiently staffed? Demonstrate expertise of the organization necessary to complete the tasks, including quality of recently completed projects that meet the requirements and adhere to schedules. Demonstrate appropriate experience, professional qualifications and education of staff assigned to the project, a realistic description of the tasks to be performed by each staff person, reasonable workload and work schedule, staff availability, and

accessibility. (10 points)

3) Does the agency have experience and a history of successfully providing these services, and serving this population and community? Does Respondent have a well-established history of competently providing services and programming for the target populations identified in the respondent's proposal? Respondent should have experience in successfully providing the type of programming and/or services describe in the RFP or experience and demonstrated ability to implement new programming and/or services. Respondent should have a plan for location and hours of programming and/or service. (10 points)

Fiscal Capacity (25 points)

- 1) The proposed budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (10 points)
- 2) Are the overall costs reasonable, and competitive with other proposals? Are specific costs reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (10 points)
- 3) Respondent's ability to leverage other resources for this program, either from inkind, and/or external resources. The proposal reflects the effective use of organizational resources/external resources, including leveraged funds, designated exclusively for this program. (5 points)

V. GRANT AWARD

A. Grant Award

DBI will select a proposer with whom its staff shall commence grant negotiations. The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory grant cannot be negotiated in a reasonable time DBI, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin grant negotiations with the next highest ranked proposer.

B. Written Questions and Requests for Clarification

Proposers are encouraged to submit written questions before the due date stated in Section I.D. to the individual designated in Section VI.B. All questions will be addressed and any available new information will be provided in writing via email to proposers. All written questions must be submitted on or prior to **July 1, 2022 at 3pm**.

VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS

A. Solicitation Errors and Omissions

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the Department, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the Department promptly after discovery, but in no event later than five (5) business days prior to the date for receipt of proposals. Modifications and clarifications will be made by Addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of intent to request written modification or clarification of the RFP, must be directed to the Contract Manager:

Sharon Lee Department of Building Inspection 49 South Van Ness Ave., Suite 500 San Francisco, CA 94103 sharon.lee@sfgov.org

C. Objections to Solicitation Terms

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, not more than five calendar days after the RFP is issued, 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.

D. Solicitation Addenda

The City may modify this Solicitation, prior to the Proposal due date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Solicitation Addenda issued by the City prior to the Proposal due date regardless of when the Proposal is submitted**. Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal due date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY THE PROPOSERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

E. Proposal Term

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

F. Revision to Proposal

A Proposer may revise a Proposal on the Proposer's own initiative at any time <u>before the</u> <u>deadline</u> for submission of Proposals. The Proposer must submit the revised Proposal in

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

G. Proposal Errors and Omissions

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

H. Financial Responsibility

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

I. Public Disclosure

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

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

J. Proposer's Obligations under the Campaign Reform Ordinance

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

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City grantees, Proposers, and their affiliates from making political contributions to certain City elective officers and

candidates; and

2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

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

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

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

K. Reservations of Rights by the City

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

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;

- 2. Reject any or all Proposals;
- 3. Reissue the Solicitation;

4. Prior to submission deadline for Proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Proposals;

5. Procure any materials, equipment or services specified in this Solicitation by any other means; or

6. Determine that the subject services are no longer necessary.

L. No Waiver

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

M. Local Business Enterprise Goals and Outreach

Per Section 14B.2 of the Admin Code, Chapter 14B requirements do not apply to grants, whether funded by the City or by Federal or State grant funds, to a nonprofit entity to provide services to the community.

N. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

a. Any condition set forth in this Solicitation;

b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and

c. Delivery time(s).

2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the grant term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.

3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the grant, shall be deemed an abandonment of the grant award. The City, in its sole discretion, may select another Proposer.

4. City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

VII. CITY'S SOCIAL POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Proposers should refer to Attachment 1, City's Proposed Agreement Terms.

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below.

2. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as "Covered States" under Administrative Code

Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<u>https://sfgsa.org/chapter-12x-state-</u> <u>ban-list</u>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies.

3. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local

law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code

B. Minimum Compensation Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco.

C. First Source Hiring Program

A proposer selected pursuant to this solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this agreement and an awarded proposer is subject to the enforcement and penalty provisions in Chapter 83.

D. Contractor Vaccination Policy

Proposers are advised that any contract awarded from this Solicitation is subject to the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency ("Emergency Declaration") dated February 25, 2020, and the Vaccination Policy for City Contractors ("Contractor Vaccination Policy") issued by the City Administrator. The Contractor Vaccination Policy requires employees of City contractors and subcontractors who spend substantial time working in close proximity to City employees while performing work under the contract at a City owned, leased or controlled facility ("Covered Employees") to be fully vaccinated or granted an exemption based on medical or religious grounds. Information about the Contractor Vaccination Policy is available on the City's website at https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors. Proposers will be required to certify before contract award that they will comply with the Contractor Vaccination Policy if the resulting contract will be a Covered Contract under the Policy, unless the City determines that a

waiver should be granted for the reasons stated in that Policy. The Contractor Vaccination Policy's requirements include, but are not limited to, the following:

- 1. Contractor shall identify its Covered Employees who are or will be performing Work or Services under this Agreement, and shall inform them of the COVID-19 vaccination requirements stated in the Contractor Vaccination Policy and the Emergency Declaration.
- 2. Contractor shall maintain a list of its Covered Employees by name and position, which list shall not include the employees' vaccination status. Contractor shall update the list as needed to show all current Covered Employees, and Contractor shall provide that list to the City on request.
- 3. Contractor shall be responsible for determining the vaccination status of any Covered Employees working for their subcontractors on a project. Contractor shall ensure that its covered subcontractors submit required information to the Contractor to ensure its covered subcontractors' compliance with the Contractor Vaccination Policy.
- 4. Proposer shall submit to the City the Attestation Form confirming its compliance with the Contractor Vaccination Policy before contract award. Contractors shall promptly submit to the City a completed Attachment A respecting any medical or religious vaccination exemptions granted to their Covered Employees, which shall be updated as needed.
- 5. Contractor shall coordinate with the City to confirm that the City can safely accommodate at its worksite any Covered Employee for whom the Contractor has granted a medical or religious vaccination exemption, which may include ensuring that exempt employees who are accommodated comply with any required health and safety protocols.

VIII. CONTRACT REQUIREMENTS

A. Contract Terms and Negotiations

The successful Proposer will be required to enter into the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. <u>City's Proposed Agreement Terms</u> <u>are not subject to negotiation</u>. Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer.

B. 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.

C. Insurance Requirements

e.

- 1. Types and Amounts of Coverage. Without limiting Grantee's liability, Grantee shall maintain in force, during the full term of the grant agreement, insurance in the following amounts and coverages:
 - a. Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
 - b. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and
 - c. Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

If professionals are used as part of the grant agreement, professional liability will be required:

d. Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

Grantees that will provide technology type services must provide Technology Errors and Omissions Liability insurance. Limits of insurance may be increased according to the Scope of Work, risk, and amount of contract:

i.

- Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:
 - Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, confidential social service information, protected health information or other personally identifying information, stored or transmitted in electronic form;

- ii. Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and
- iii. Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.
- 2. Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
 - a. Name as additional insured City and its officers, agents and employees.
 - b. Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- 3. Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
- 4. Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 5. General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 6. Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach

of this Agreement.

- 7. Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
- 8. Insurance for Subcontractors and Evidence of this Insurance. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.
- 9. Regarding Workers' Compensation, Grantee hereby agrees to waive subrogation which any insurer of Grantee may acquire from Grantee by virtue of the payment of any loss. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subcontractors.
- 10. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

D. Compliance with Other Laws

Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of the grant Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

IX. PROTEST PROCEDURES

A. Protest of Non-Responsiveness Determination

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

B. Protest of Grant Award

Within five (5) business days of the City's issuance of a Notice of Intent to Award, a Proposer may submit a written Notice of Protest of Grant Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized

to represent the Proposer, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

C. Delivery of Protests

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

Director's Office Department of Building Inspection 49 South Van Ness Ave., Suite 500 San Francisco, CA 94103 Patty.Lee@sfgov.org

X. STANDARD FORMS

A. How to become Eligible to Do Business with the City

Before the City can award any grant to a grantee, 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.

B. How to Register as a City Supplier

The following requirements pertain only to Proposers <u>not</u> currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

https://sfcitypartner.sfgov.org/pages/index.aspx

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- Chapter 12(B) and 12(C) Inquiries: For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: <u>www.sfgov.org/cmd</u>.

C. 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 grant 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 <u>https://sfcitypartner.sfgov.org/</u>.

D.	Supplemental Forms	
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Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration (pdf)	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.

Insurance Requirements (<u>pdf</u>)	The solicitation requires the successful proposer to demonstrate proof of insurance.
Local Business Enterprise Program Application <u>(Contract</u> <u>Monitoring Division)</u>	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 grants

For further guidance, refer to the City's supplier training videos that are located online at: <u>https://sfcitypartner.sfgov.org/</u>.

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XI. RFP COVER PAGE

NAME OF ORGANIZATION(S):	
ADDRESS:	
DIRECTOR:	
PHONE/FAX#:	
EMAIL:	
FEDERAL EMPLOYER #:	

I understand that the City and County of San Francisco Department of Building Inspection reserves the right to modify the specifics of this application at the time of funding and/or during the grant negotiation; that a grant may be negotiated for a portion of the amount requested; and that there is no grant until a written grant has been signed by both parties and approved by all applicable City Agencies.

Signature of authorized representative(s):

Name:	Title:
Signature:	Date:
Name:	Title:
Signature:	Date:

Submit an electronic copy to <u>Sharon.lee@sfgov.org</u> and DBI.RFP@sfgov.org

XII. PAGE NUMBER FORM

This form is to assist the review panel in finding the information in the Proposal that corresponds to the evaluation criteria. For each item listed below, please list the page number(s) where the reviewer may find the answer(s) to the criteria.

	Evaluation and Selection Criteria	
	Minimum Qualifications	Page Number(s)
MQ1.	Proposer has 3 years of experience demonstrating successful experience in providing code enforcement outreach and stabilization to San Francisco residents living in public housing to the target population as described in the RFP.	
MQ2.	An organization with valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code and applicable California requirements.	
MQ3.	Must be willing and able to comply with the City contracting requirements set forth in Section VIII of this RFP.	
MQ4.	Current certified vendor or the ability to become a certified vendor with the City and County of San Francisco within ten (10) days of notice of award.	

	Program Approach (45 points)	
A1.	Does the Proposer clearly describe the agency's specific program approach to deliver the service components proposed and how this program approach or service model will appropriately address the needs of the target populations in this RFP, including Target Population, Scope of Work, and Service and Outcome Objectives? Does the respondent clearly describe the linkages that will link clients to services? (15 points)	
A2.	Is the proposed facility/site that will be made available for the target population appropriate for the services proposed? (10 points)	
A3.	Does the respondent describe specific service and outcome objectives to be accomplished and how they will be measured? Does the respondent include an explanation of methods for data collection, documentation, and reporting on service and outcome objectives? (10 points)	
A4.	Does the proposed model include methods for tenants to offer input regarding program design, service delivery and program operations? (10 points)	

	Organizational Capacity (30 points)	
B1.	Does the respondent demonstrate the management/supervisorial	
	infrastructure, and administrative/financial capacity to deliver the proposed	
	services? (10 points)	

B2.	Based on job descriptions and qualifications, does the staff have the necessary skill, training, and experience to successfully provide the services to these clients and community? Is the program sufficiently staffed? Demonstrate expertise of the organization necessary to complete the tasks, including quality of recently completed projects that meet the requirements and adhere to schedules. Demonstrate appropriate experience, professional qualifications and education of staff assigned to the project, a realistic description of the tasks to be performed by each staff person, reasonable workload and work schedule, staff availability, and accessibility.10 points)	
B3.	Does the agency have experience and a history of successfully providing these services, and serving this population and community? Does Respondent have a well-established history of competently providing services and programming for the target populations identified in the respondent's proposal? Respondent should have experience in successfully providing the type of programming and/or services describe in the RFP or experience and demonstrated ability to implement new programming and/or services. Respondent should have a plan for location and hours of programming and/or service. (10 points)	

	Fiscal Capacity (25 points)	
C1.	The proposed budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). Is the budget correct and easy to understand? (10 points)	
C2.	Are the overall costs reasonable, and competitive with other proposals? Are specific costs reasonable, justified, and competitive? Does the cost allocation support the services as proposed? (10 points)	
C3.	Respondent's ability to leverage other resources for this program, either from in-kind, and/or external resources. The proposal reflects the effective use of organizational resources/external resources, including leveraged funds, designated exclusively for this program. (5 points)	

XIII. BUDGET INSTRUCTIONS

Budgets should be submitted as follows: Grant Budget Summary, Salaries and Benefits Detail, Operating Expense Detail, Capital Expenditure Detail.

Please note the Salaries and Benefits, Operating Expense and Capital Expenditure are direct costs and must be clearly and easily attributable to specific program.

The Budget Justification is a narrative, which provides the detailed information and calculations supporting the amount allocated for each budget line item. There is no form provided for the Budget Justification. Please detail all mathematical computations for each line item. Show how the total dollar amount was derived, e.g., the annual salary for each position multiplied by the 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. For the Salaries and Benefits section, list the position, a brief sentence of the position's responsibilities, the full-time equivalent (FTE), the percentage of FTE allocated to the activity, the salary per month, the salary per annum, and the mathematical computation used to arrive at the total dollar amount.

The Cost Allocation Plan is required. Respondents must follow the City's cost allocation guidelines for nonprofit grantees, which largely follow those described by Generally Accepted Accounting Principles (GAAP) and in Federal OMB Circular A-122. The plan should include how indirect costs were calculated.

If applicable, attach a separate detailed Subcontracting budget if there is a Subcontractor arrangement made under the terms of the grant. Provide a brief explanation of the subcontracting arrangement, as well as a budget breakdown. Please note, the total subcontractor budget amount should appear on the Operating Expense Detail sheet under the Subcontractor section.

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 client (i.e. security deposit, rental payment assistance, transportation vouchers, etc.). These examples are not intended to be a comprehensive list.