

**City and County of San Francisco  
Human Services Agency**

**Request for Proposals 1050 for:  
Community Living Fund (CLF) Program**



Request for Proposals Issued:  
Pre-Proposal Conference:  
Deadline to Submit Proposals:

January 9, 2023  
January 19, 2023 at 11:30 am  
February 9, 2023 at 3:00 pm

## Table of Contents

<b>I.</b>	<b>INTRODUCTION AND SOLICITATION SCHEDULE</b>	<b>1</b>
A.	Introduction	1
B.	Anticipated Term	2
C.	Anticipated Not to Exceed Amount	2
D.	Cooperative Agreement	3
E.	Solicitation Schedule	3
F.	Definitions	3
G.	Target Population	5
<b>II.</b>	<b>SCOPE OF WORK</b>	<b>6</b>
<b>III.</b>	<b>SUBMISSION REQUIREMENTS</b>	<b>10</b>
A.	Time and Place for Submission of Proposals	10
B.	Format	11
C.	Content	11
<b>IV.</b>	<b>PROPOSAL EVALUATION CRITERIA</b>	<b>13</b>
A.	Minimum Qualifications (Pass/Fail)	13
B.	Selection Criteria	14
<b>V.</b>	<b>PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD</b>	<b>15</b>
A.	Pre-Proposal Conference	15
B.	Award	16
C.	Written Questions and Requests for Clarification	16
<b>VI.</b>	<b>TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS</b>	<b>16</b>
A.	Inquiries Regarding RFP	16
B.	How to Register as a City Supplier	16
C.	Proposal Questions and Submissions	16
D.	Proposal Addenda	17
E.	Public Disclosure	17
F.	Limitation on Communications During Solicitation	18
G.	Proposal Selection Shall Not Imply Acceptance	18
H.	Cybersecurity Risk Assessment	18
I.	Solicitation Errors and Omissions	19
J.	Objections to Solicitation Terms	19
K.	Protest Procedures	19
L.	Proposal Term	20
M.	Revision to Proposal	20
N.	Proposal Errors and Omissions	20
O.	Financial Responsibility	20
P.	Proposer's Obligations under the Campaign Reform Ordinance	20
Q.	Reservations of Rights by the City	21
R.	No Waiver	21
S.	Other	21
T.	Local Business Enterprise Goals and Outreach	22
<b>VII.</b>	<b>CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS</b>	<b>22</b>
A.	Proposers Unable to do Business with the City	22
B.	Health Care Accountability Ordinance	23
C.	Minimum Compensation Ordinance	23
D.	First Source Hiring Program	23
<b>VIII.</b>	<b>CONTRACT/GRANT REQUIREMENTS</b>	<b>23</b>
A.	Contract/Grant Terms and Negotiations	23
B.	Insurance Requirements	24

C.	Failure to Provide Insurance and/or Bonds	26
D.	Compliance with Other Laws	26
E.	HSA/DAS Policy Manuals and Memoranda	26
F.	Other CDA Rules and Regulations	27
<b>IX.</b>	<b>RFP COVER PAGE</b>	<b>28</b>
<b>X.</b>	<b>PAGE NUMBER FORM</b>	<b>29</b>
<b>XI.</b>	<b>BUDGET FORMS AND INSTRUCTIONS</b>	<b>31</b>

### **Attachments**

- Attachment 1: Agreement for Professional Services (form G-100)
- Attachment 2: Budget Forms
- Attachment 3: ECM Program Guide

## **I. INTRODUCTION AND SOLICITATION SCHEDULE**

### **A. Introduction**

#### **1. General**

The San Francisco Human Services Agency (HSA) and Department of Disability and Aging Services (DAS) is seeking non-profit agencies and other organizations to provide services to older adults and adults with disabilities through the Community Living Fund Program (CLFP), funded by the Community Living Fund (CLF), a fund that was created in the San Francisco Administrative Code Section 10.100-12 to support aging in place and community placement alternatives for individuals who may otherwise require care within an institution. DAS oversees the administration of the Community Living Fund.

#### **2. Background**

The Community Living Fund Program (CLFP) assists individuals with limited incomes to transition out of nursing facilities and back to living independently in the community. CLFP provides services, or a combination of goods and services, to individuals living in the community who are at imminent risk of institutionalization. CLFP staff work to ensure that individuals are connected to all available community resources, stable housing, and appropriate healthcare services to support their ability to live at home safely. The intent of the CLFP is to reduce unnecessary institutionalization by providing older adults and adults with disabilities with options for where and how they receive assistance, care and support, through case management and other services. No individual willing and able to live in the community should be institutionalized because of a lack of community-based long-term care and supportive services.

The Community Living Fund Program (CLFP) is consistent with the goals of the Community Living Fund (CLF), which are to:

- a. Enable older adults and adults with disabilities who are eligible to remain living safely in their own homes and communities for as long as possible;
- b. Provide financial support for home and community-based long-term care and supportive services beyond what is currently available;
- c. Offer flexible funding to create “wrap-around” services that provide essential community-based assistance, care, and support;
- d. Facilitate the development of service delivery models that strengthen the community-based long-term care systems and workforce;
- e. Expand, not supplant, existing funding, in order to fill funding gaps until new sources of financial support for community-based long-term care services can be secured through federal Medicaid waivers and other means.

The CLFP is fully operational under a current grant agreement that will sunset June 30, 2023. A new grantee awarded this grant must be able to transition current clients of the CLFP from the previous grantee.

#### **3. Diversity, Inclusion, and Racial Equity**

The San Francisco Human Services Agency (SFHSA) is committed to a culture of inclusion in which our differences are celebrated. Everyone should have what they need to thrive no matter

their race, age, ability, gender, sexual orientation, ethnicity, or country of origin. The Department believes that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients.

SFHSA is committed to combating systemic racism and disparate impact of governmental services by advancing racial equity in all aspects of our work, ensuring access to services and providing support to communities to ensure their ability to succeed and thrive.

SFHSA seeks to partner with community based organizations that share these values in their organizational culture and program services. The agency sees our contracted community based partners and their work as a means to enhance and further advance efforts to address racial equity and inclusion across San Francisco.

Respondents to this request for proposals must ensure that they clearly demonstrate how these values are exemplified through their organizational and program operations. This should include a description of the organization's plans, strategies, and activities to address racial equity and inclusion among staff and program participants, as well as internal controls to regularly review current practices through the lens of racial equity and inclusion to identify areas of improvement.

Additional examples of information to be provided are: the organizational mission or inclusion statements, non-discrimination documents, and/or other supporting documents, community outreach plans, staff training activities on racial equity, and a description of or data on the demographics of staff and program participants.

#### **4. Selection Overview**

The City shall award a contract/grant to one Proposer that meet the Minimum Qualifications of this Solicitation and obtain the highest ranking scores. 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.

##### **B. Anticipated Term**

A contract awarded pursuant to this Solicitation shall have a tentative term of four (4) years from July 1, 2023 to June 30, 2027, subject to annual availability of funds, annual satisfactory performance, and need. SFHSA reserves the right to enter into contracts of a shorter duration.

##### **C. Anticipated Not to Exceed Amount**

These services will be supported through funding from the City and County of San Francisco and Federal grants and is estimated to be \$5,152,518 annually (\$4,797,766 identified for CLFP and \$354,752 identified for DAS Public Guardian's Office Initiative) for a total amount of \$20,610,072 for the 4-year grant. It is anticipated that grant award will be made to a single Agency working in collaboration with other agencies or community-based organizations through subcontracts to provide the necessary variety of expertise and skills in order to: (1) provide the case management services, staff, and organizational infrastructure; and (2) manage the CLFP dollars to provide needed goods, services, equipment and other resources not available through other means. Expertise in a variety of areas is essential to the effective management of the CLFP. These may include, but are not limited to, older adults, adults with disabilities, mental health and substance abuse services, assessing transition individuals from skilled nursing centers and other clinical settings, and housing.

**The funding amounts listed in this RFP are anticipated initial funding awards, based on current budget availability.** The source of funding for these services is federal and local funds. Actual awards will be determined by the number of responsive proposals that meet the Department's strategies and objectives, and funding may be less or more. **Please submit budget requests according to the limits in this RFP**, however, SFHSA may negotiate different funding allocations, grant terms, and project goals before finalizing awards. Should additional funding become available, award amounts may be increased significantly beyond the originally anticipated amount at a level commensurate to the details in the RFP.

All decisions regarding the size, length, and scope of future funding awards are subject to SFHSA approval and budget availability. Some of the service areas may not be funded initially, but the Department may award unfunded proposals within the term of this RFP if funds become available that align with the services proposed. Future funding is not guaranteed, and funding amounts and terms will depend upon the performance of the grantee during the initial award period, as well as other policy considerations as determined by SFHSA. SFHSA reserves the right, in its sole discretion, to not renew funding awards.

#### **D. Cooperative Agreement**

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

#### **E. Solicitation Schedule**

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

<b>Proposal Phase</b>	<b>Tentative Date</b>
Request for Proposals Issued	January 9, 2023
Pre-Proposal Conference	January 19, 2023 at 11:30 am
Deadline for Written Questions	January 23, 2023 at 3:00 pm
Deadline to Submit Proposals	February 9, 2023 at 3:00 pm

#### **F. Definitions**

ADL	Activities of Daily Living are activities related to personal care. They include bathing or showering, dressing, getting in and out of bed or a chair, walking, using the toilet, and eating.
Adult with a Disability	A person 18-59 years of age living with a disability
BAA	Business Associate Agreement
CalAIM	California Advancing and Innovating Medi-Cal, a program of the state Medi-Cal system
CARBON	Contracts Administration, Reporting, and Billing Online System

Case Management	Case management is a formal strategy that coordinates and facilitates access to a variety of services in a timely manner for people who need assistance in organizing and managing their care and/or supportive services. It includes a standardized process of client intake, assessment, care planning, care plan implementation, monitoring, reassessment and discharge/termination. This includes intensive case management services which may require frequent visits and follow up depending on care needs. Case management is an integral component of long-term care service delivery and is central to accessing additional services through the CLF Program.
Community Living Fund	The Community Living Fund (CLF), or “the Fund”, was created in the San Francisco Administrative Code Section 10.100-12 to support aging in place and community placement alternatives for individuals who may otherwise require care within an institution. DAS oversees the administration of the Fund.
Community Living Fund Program	Funded by CLF, the CLFP provides for home- and community-based services, or a combination of equipment and services, that will help those who are currently, or at risk of being, institutionalized to continue living independently in their homes, or to return to community living. This program, using a two-pronged approach of coordinated case management and purchased services, provides the needed resources, not available through any other mechanism, to vulnerable older adults and adults with disabilities.
DAS	Department of Disability and Aging Services
Disability	A condition or combination of conditions that is attributable to a mental, cognitive or physical impairment, including hearing and visual impairments, that results in substantial functional limitations in one (1) or more of the following areas of major life activity: a) Self-care: activities of daily living (ADL), and instrumental activities of daily living (IADL); b) Capacity for independent living and self-direction; c) Cognitive functioning, and emotional adjustment
HIPAA	Health Insurance Portability and Accountability Act
HSA	Human Services Agency of the City and County of San Francisco
IADL	Instrumental activities of daily living are the skills and abilities needed to perform certain day-to-day tasks associated with an independent lifestyle. These activities are not considered to be essential for basic functioning, but are regarded as important for assessing day-to-day quality of life and relative independence.

At imminent risk of institutionalization	To be considered at imminent risk of institutionalization, a person must have, at a minimum, one of the following: 1) functional impairment in a minimum of two Activities of Daily Living (ADL): eating, dressing, transfer, bathing, toileting, and grooming; or 2) a medical condition to the extent requiring the level of care that would be provided in a nursing facility; or 3) be unable to manage his/her own affairs due to emotional and/or cognitive impairment, evidenced by functional impairment in a minimum of three Instrumental Activities of Daily Living (IADLs): preparing meals, managing money, shopping for groceries or personal items, performing housework, using a telephone.
MOU	Memorandum of understanding: describes a bilateral or multilateral agreement between two or more parties.
Older Adult	An individual who is 60 years of age or older
SOGI	Sexual Orientation and Gender Identity; Ordinance No. 159-16 amended the San Francisco Administrative Code to require City departments and contractors that provide health care and social services to seek to collect and analyze data concerning the sexual orientation and gender identity of the clients they serve (Chapter 104, Sections 104.1 through 104.9)

### **G. Target Population**

The CLFP prioritizes eligible individuals who are transitioning from institutional settings (e.g. skilled nursing facilities, rehabilitation centers, acute hospitals, etc.) to community settings. The CLFP also serves eligible individuals living in the community who are at imminent risk of institutionalization.

**CLFP Eligibility:** In order to obtain services, an individual must, at a minimum, be:

- 18 years or older;
- Institutionalized or deemed, at assessment, to be at imminent risk of being institutionalized;
- A resident of San Francisco;
- Willing and able to live in the community with appropriate supports; and
- At an income level of 300% of federal poverty or less plus assets up to \$130,000.

The following groups of people will be served:

- The first priority will be patients of Laguna Honda Hospital and Zuckerberg San Francisco General Hospital who are willing and able to be discharged to community living.
- Patients at other San Francisco acute care hospitals and skilled nursing facilities.
- Nursing home eligible individuals on the Laguna Honda Hospital waiting list (some of whom are at Zuckerberg San Francisco General Hospital and other hospitals) who are willing and able to remain living in the community.
- Individuals who are at imminent risk for nursing home or institutional placement, willing and able to remain living in the community with appropriate supports.



Further, an individual must have a demonstrated need for a service and/or resource that will serve to prevent institutionalization or enable community living. Specific conditions or situations such as substance use or chronic mental illness shall not be a deterrent to services if the eligibility criteria are met.

## **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. Respondents should use this description when designing their proposed programs. However, respondents 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 vendor(s) will provide.

### **A. Description of Services**

#### **Case Management Component**

Respondent will demonstrate experience and capacity to provide different levels of case management services including intensive case management service, moderate to minimal assistance, as well as access to one-time resources and services. These levels of case management allow flexibility to tailor to individual needs to ensure stabilization and to avoid premature hospitalization and/or institutionalization.

Levels of case management are defined as below:

- Intensive case management will be provided for persons with complex medical, cognitive, behavioral, and psychological needs who require a maximum amount of care and supervision and access to ongoing resources and services. Intensive case management for unstable clients with chronic and acute complex needs will require extensive coordination of and access to a full range of social, behavioral, mental health, and medical services.
- Moderate case management will be provided for persons who require moderate to minimal assistance and support as well as access to one-time resources and services. This level of case management ensures stabilization and avoidance of hospitalization and nursing home placement.

#### **Purchase of Services Component**

Respondent will demonstrate experience and capacity to manage purchased goods and services for clients, including those of their sub-contractors if used. The CLFP will support a menu of service options and level of assistance, care, and support, and a range of housing, and supportive services. These services must be deemed necessary by a CLFP case manager and the funds are only used as a last resort, when all other payment options for that service have been exhausted. The CLFP will access and leverage state and federal funds whenever possible, and incorporate processes in CLFP policies and procedures. Purchased services will supplement other available resources to ensure that each client receives the comprehensive array of appropriate services that are necessary to allow for community living.

Funding for this program should include 40-45% in the purchase of service category for CLFP clients, and this should be indicated in the proposed budget.

### **Additional CLFP Initiatives**

The CLFP also supports other program initiatives, and the grantee will work collaboratively with these initiatives through the identified organization in providing services. All referrals through these initiatives are still eligible for CLFP services. Current initiatives supported by CLFP include:

- DAS Public Guardian's (PG) Office Initiative - Supported by CLFP through the provision of administration of housing funds for CLFP eligible participants. In this initiative, the PG program provides program support including in-person visits, coordinated case management services, monthly approval of the housing subsidies, and other activities to ensure equitable access and appropriate use of the fund.
- Enhanced Care Management - The current grant agreement also includes Enhanced Care Management services for members of the San Francisco Health Plan who are adults living in the community who are at risk for long-term care institutionalization as well as nursing facility residents transitioning to the community. Enhanced Care Management for these two populations of focus align with the goals of CLFP. Information about Enhanced Care Management and the expectations of the health plan can be found in the attached ECM Program Guide.
  - Respondent will be required to participate in ECM services. Include in your response to this RFP whether your agency see any barriers, challenges, or roadblocks in adding the Enhanced Care Management (ECM) components to your proposed model. Include a statement on your agency's ability and capacity to perform the services defined by the attached ECM program guide.

Note: Additional initiatives could change depending on needs of the program.

### **B. Program Administration**

#### **Program infrastructure must include, at a minimum:**

- Administrative capabilities including but not limited to: data entry, database maintenance, invoice processing, and vendor payment.
- Purchased service vendor contracts and procurement policies.
- Clinical supervision across all sub-contracted agencies if used.
- Standard accounting practices and reporting functions.
- A dedicated database to capture care planning, case management, client information tracking, purchased services and dollars spent to help older adults and younger adults with disabilities remain living in the community.
  - Documentation is coordinated between all sub-contracted agencies, if used, to ensure that necessary data is reported consistently.
  - The CLFP database must have the ability to communicate with the DAS databases, including Integrated Intake and Integrated Housing database, which access data from multiple City programs and departments.

#### **Grantee Responsibilities in Administration of the Program**

The respondent will explain the organization's ability to comply with and/or have experience to meet following requirements under this procurement:

- Work with the DAS Benefits and Resources Hub for referrals to the CLFP. All referrals to the CLFP come through the DAS Benefits and Resource Hub, which is the initial entry point for accessing the fund. DAS Benefits and Resource Hub completes an initial screening and refers those presumed eligible for the fund to the CLFP Grantee.

- Manage a waitlist with strategic decision making with DAS for financial considerations, prioritizations, and trends.
- Coordinate all case management services through clinical supervision; including collaboration between multidisciplinary staff, across all sub-contracted organizations, through weekly scheduled case conferencing. There must be strong collaboration to share expertise.
- Work collaboratively with other community organizations presently working with the client and additional ones who can provide specific expertise. When working in collaboration with other agencies or community-based organizations through sub-contracts or MOUs/BAAAs, respondent will assure that they will have staffing and experience in the appropriate areas.
- Ensure that the purchase of all proposed goods and services is reasonable, prudent and properly procured following clearly written internal fiscal policies and procedures.
- CLF is the fund of last resort in the purchase of goods and services. As such, all other viable options must be exhausted prior to utilization of CLF dollars.
- Work collaboratively with DAS CLF Program Analyst to strategize program direction.
- Develop and maintain collaborations with both City departments and community programs in order to reach the target population that is eligible for the services supported by the CLFP.
- Conduct multidisciplinary meetings with stakeholders and partners monthly or as needed for the purposes of transitioning clients to the community and/or forwarding the mission of CLF.
- Support a CLF Advisory Council to provide a forum for consumer and community feedback. Members should include current and former program participants, representatives from community agencies, as well as a population representative of San Francisco.
- Conduct activities that measure program impact such as participant improvements and outcomes in their quality of life as a result of program participation. These activities are conducted annually (at a minimum) to gather additional input from participants regarding their direct experience in an anonymous format.
- Work closely with HSA Planning Unit staff to ensure appropriate and accurate collection of data for evaluation and program design analysis as well as with DAS in an ongoing evaluation of the program.
- Utilize a dedicated database for the CLFP that tracks client information, assessments, care plans, progress notes, service authorizations and purchased services.
- Manage complex billing with strong fiscal management, including the ability to leverage other state and federal funds.
- Conduct surveys detailing program impacts such as improvements in participant health outcomes and/or quality of life as a result of program participation.
- Comply with requirements to provide time certifications for staff involved in service delivery and service support activities.
- If a new grantee, clearly outline a transition plan to move current CLFP clients to your organization, which should outline prevention of any disruption in service to current clients.

Please note: Grantees entering into agreements with HSA must commit to fulfilling the reporting requirements that correspond with the applicable state, federal, and/or grant funding the contract. In the event the Grantee fails to fulfill these requirements, HSA will direct the Grantee to reduce its budget accordingly and/or terminate the contract. The funding available for a given contract can vary for multiple reasons including those outside of HSA and Grantee's control, including

reduction of participant funding at the state or federal level for contracted activities. Regardless of the reason, HSA may need to instruct the Grantee to adjust its budget. These adjustments, if needed, would occur on an annual or semi-annual basis (depending on magnitude of change and service impact). Grantees receiving payment from HSA to provide the services under this RFP will be required to track staff time expended through a time study web application to identify time spent on claimable activities.

### **C. Objectives**

Respondents 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.

#### *Service Objectives*

As part of the proposal, the respondent will be required to develop specific service objectives that measure the quantity and other aspects of services. The objectives should state the target quantities and match the program services as proposed.

Examples of performance measures may include the following:

On an annual basis, Grantee will meet the following service objectives:

- Objective 1:** Number of unduplicated consumers receiving intensive case management and/or purchased services. **Target = 440**
- Objective 2:** Number of clients newly enrolled in CLFP. **Target = 175**
- Objective 3:** Number of clients enrolled in ECM. **Target = 165**
- Objective 4:** Number of clients enrolled in PG Housing Fund. **Target = 6**

#### *Outcome Objectives*

As part of the proposal, the respondent will be required to develop specific outcome objectives that demonstrate and measure the impact, outcomes, or results of services. Both quantitative and qualitative analysis shall be applied to measure program efficiency and effectiveness. The outcome objectives specified below will be required.

DAS is committed to measuring the impact of its investments in community services. Examples of outcome measures may include the following. On an annual basis and as needed, Grantee will report progress towards meeting the following outcome objectives:

- Objective 1:** Successfully support community living for a period of at least six months for at least 85% of CLFP clients who are being discharged from Laguna Honda Hospital at the time of enrollment. Identify reasons for re-institutionalization when it occurs.
- Objective 2:** At least 70% of care plan problems are resolved, on average, after one year of enrollment in CLFP (excluding clients with ongoing purchases).

**Objective 3:** At least 90% of respondents agree that CLFP services helped maintain or improve their ability for successful community living. This information is collected via a consumer satisfaction survey.

#### **D. Reporting requirements**

Grantee will provide various reports during the term of the grant agreement.

1. Grantee will provide an annual report summarizing the contract activities, referencing the tasks as outlined in the negotiated Scope of Services. This report will also include accomplishments and challenges encountered by the Grantee. This report is due 45 days after the completion of the program year.
2. Grantee will enter all required data on the CLF dedicated database and comply with reporting timelines for CLF reporting requirements, including the CLF 6-Month and Annual reports.
3. On an annual basis, Grantee will provide results of surveys detailing program impacts such as improvements in participant health outcomes and/or quality of life as a result of program participation.
4. Grantee will submit time studies to HSA/DAS for the months of February, May, August and November. The time study is due on the 10th day following the time study month and shall be entered on line to this website link: <https://calmaa.hfa3.org/signin>
5. Quarterly and Annual Reports will be entered into the Contracts Administration, Billing and Reporting Online (CARBON) system.
6. Grantee will develop and deliver ad hoc reports as requested by HSA.
7. Grantee will develop and deliver a bi-annual summary report of SOGI data collected as requested by HSA/DAS. The due dates for submitting the summary reports are January 10th (for July 1 – December 31 data) and July 10th (for January 1 – June 30 data).
8. Grantee will be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules to the extent applicable and to take all reasonable efforts to implement HIPAA requirements.
9. Grantee will become a DAS Business Associate and able to sign and comply with the Business Associate Agreement.

### **III. SUBMISSION REQUIREMENTS**

#### **A. Time and Place for Submission of Proposals**

Proposers shall submit one (1) electronic pdf copy of the proposal to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org). 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 **February 9, 2023**. 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), double-spaced, using a 12-point serif font (e.g.-Times New Roman, 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/award. (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. Organizational Capacity –up to 7 pages (not including resumes, job descriptions, and letters of reference)** Description of your agency’s ability to deliver the services proposed in this RFP.

In addition, please address the following:

- a) **Staffing Plan** – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management.

- Attach job descriptions and resume 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. Describe the organization's experience in successfully transitioning people out of long term care / institutional settings, and providing services in the community to prevent institutionalization.
  - c) Description, including examples, of the agency's experience related to collaboration on projects that demonstrate collaborative success including achievement of goals.
  - d) Service Site Plan – Describe the plan for location and hours of services and how target caseload capacity will be accommodated.
  - e) Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved.
  - f) Letters of reference (minimum of two required). Letters must be on agency letterhead and include, at minimum, the name, title, telephone number and e-mail address of the individual providing the reference. References from HSA staff and/or clients of services are not permitted.

**6. Program Approach –up to 12 pages**

Description of your agency's specific program approach to deliver the services proposed in this RFP.

In addition, please address the following:

- a) Description of your 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 (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives).
- b) Identify any subcontractors and describe their responsibilities in the delivery of services/shelter space.
- c) List and explain the specific service and outcome objectives to be accomplished through the proposal.
- d) Describe methods for data collection, documentation, and reporting service and outcome data. Describe the method(s) by which service and outcome objectives will be evaluated.
- e) Describe the linkages that will link clients to services.
- f) Describe the proposed model for clients to offer input regarding program operations.
- g) Describe the ability to be flexible with and responsive to DAS with regard to programming or policy priorities in managing local, state, and federal initiatives, including ECM

**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 XII and use only HSA approved budget forms. Provide Cost Allocation Plan and current audited financial statements. The SF Human Services Agency intends to award this grant to respondents that it considers will provide the best overall program services at a reasonable pricing structure. The SF Human Services Agency 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 for a two-year term. 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)

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met at time of submission. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc. to indicate which MQ it supports. 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.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description
<b>MQ1</b>	A minimum of three (3) years of same or similar services to those requested in this RFP.
<b>MQ2</b>	A minimum of three (3) years serving the target population. These populations may include, but are not limited to: older adults, adults with disabilities, those with mental health and substance use issues, and housing needs.
<b>MQ3</b>	Demonstrated ability to provide cultural and linguistically appropriate services to the target population.
<b>MQ4</b>	Must be willing and able to comply with the City contracting requirements set forth in Section VII of this RFP.
<b>MQ5</b>	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.
<b>MQ6</b>	Able to become a Business Associate of DAS, and sign a Business Associate Agreement and adhere to all privacy laws and have HIPAA-compliant practices.

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 contract.

**Please note:** Agencies submitting proposals that have previously contracted with the City and County of San Francisco and/ or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (corrective actions) in order to be considered responsive to this RFP. **Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this RFP.** Provide a statement of 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. (Refer to section III.C.4)



## **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*

### **Organizational Capacity (35 points)**

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.

Description of your agency's ability to deliver the services proposed in this RFP.

In addition, please address the following:

1. Staffing Plan – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management. Attach job descriptions and resume 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. (10 Points)
2. Description that includes examples, of the organization's experience related to collaboration with other service providers and organizations that demonstrate collaborative success and achievement of goals. Indicate the agency ability to comply with the ECM program guide requirements (per the attached program guide). (5 points)
3. Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved. Description of agency experience and staff skills related to successful collaboration and management of complex data. Description of the organization's experience in successfully transitioning people out of long term care / institutional settings, and providing services in the community to prevent institutionalization. (10 points)
4. Service Site Plan – Describe the plan for location and hours of services and how target caseload capacity will be determined and accommodated. (5 Points)
5. Complete the Disability Checklist. (5 points)

### **Program Approach (45 points)**

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

1. Description of your 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 (be sure to address all applicable items listed

in Target Population, Scope of Work, and Service and Outcome Objectives). (10 Points)

2. List and explain the specific service and outcome objectives to be accomplished through the proposal. (10 Points)
3. The proposal demonstrates the capacity to partner and collaborate with both the public entities and private partners demonstrated through existing partnerships, diversity of board governance, policy and practice through technology, communication, shared services and/or governance structure. (5 points)
4. Describe methods for data collection, documentation, and reporting service and outcome data. Describe the method(s) by which service and outcome objectives will be evaluated. (5 Points)
5. Describe the proposed model for clients to offer feedback and input regarding services. (5 Points)
6. Does the proposal address racial equity, language capacity and cultural competency? (5 points)
7. The transition plan is clearly outlined for current CLFP clients to continue with current grantee or to move to new grantee. Is client disruption addressed and minimized? (5 points)

**Fiscal Capacity (20 points)**

1. The budget provided is clear and easy to understand. The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). The budget supports the services proposed and is competitive with other proposals. Costs are reasonable, justified, and competitive. Cost Allocation Plan is reasonable. (10 points)
2. Description of your agency's experience and ability to manage complex fiscal operations, specifically for the purchases of service component as well as time-studies, and local/state/federal reimbursements. (5 Points)
3. 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)

**V. PRE-PROPOSAL CONFERENCE AND CONTRACT AWARD**

**A. Pre-Proposal Conference**

Proposers are encouraged to attend a Pre-Proposal Conference on **January 19, 2023**, at **11:30 am** to be held via **ZOOM**. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please contact the individual designated in Section VI.B.

## **B. Award**

SFHSA will select a proposer with whom Agency staff shall commence contract negotiations. The selected proposal will be part of the final contract/grant and will be used as a starting point for 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. SFHSA may negotiate modifications after the bid/proposal has been selected to assure that all necessary program requirements are covered before the contract/grant is signed. If a satisfactory contract cannot be negotiated in a reasonable time, SFHSA, in its sole discretion, may terminate negotiations with the highest ranked proposer and begin contract negotiations with the next highest ranked proposer.

## **C. 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 **January 23, 2023 at 3:00 pm**.

# **VI. TERMS AND CONDITIONS FOR RECEIPT OF PROPOSALS**

## **A. Inquiries Regarding RFP**

All inquiries regarding the RFP or clarification of the RFP, must be directed to: [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org)

## **B. How to Register as a City Supplier**

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

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

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

**Step 2:** Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit 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: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

## **C. Proposal Questions and Submissions**

### **1. Proposer Questions and Requests for Clarification**

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information**

appears on the cover page of this Solicitation no later than Written Questions Due Date. A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

## **2. Proposal Format**

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

## **3. Time and Place for Submission of Proposals**

Proposers shall submit one (1) electronic pdf copy of the proposal to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org). 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 pm, on **February 9, 2023**. 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) working day after the deadline for receipt noted above.**

### **D. Proposal 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 Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

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

### **E. Public Disclosure**

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

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer

with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

#### **F. Limitation on Communications During Solicitation**

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

#### **G. Proposal Selection Shall Not Imply Acceptance**

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

#### **H. Cybersecurity Risk Assessment**

As part of City’s evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product’s performance, and/or accessing City’s networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City’s Cyber Risk Assessment Questionnaire:** Proposer’s responses to a City’s Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City’s Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City’s on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities’ cybersecurity program, penetration testing, and/or code reviews.

## **I. Solicitation Errors and Omissions**

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

## **J. Objections to Solicitation Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

## **K. Protest Procedures**

### **1. Protest of Non-Responsiveness Determination**

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

### **2. Protest of Award**

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

### **3. Delivery of Protests**

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

Executive Director  
Human Services Agency  
P.O. Box 7988  
San Francisco, CA 94120  
[Trent.Rhorer@sfgov.org](mailto:Trent.Rhorer@sfgov.org)

#### **L. Proposal Term**

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

#### **M. Revision to Proposal**

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

#### **N. Proposal Errors and Omissions**

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

#### **O. Financial Responsibility**

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

#### **P. Proposer's Obligations under the Campaign Reform Ordinance**

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

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

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

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

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

#### **Q. 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 goods or services are no longer necessary.

#### **R. 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.

#### **S. Other**

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
  - a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
  - c. Delivery time(s).
2. City reserves the right to inspect an awarded Proposer's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Proposer's capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Proposer and may proceed against the original selectee for damages.



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

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

#### **T. 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.

### **VII. CITY'S SOCIAL AND ECONOMIC POLICY REQUIREMENTS**

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City (“Social and Economic Policy Requirements”). These Social and Economic Policy Requirements set forth below, which Proposers are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

#### **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. Contractor Vaccination Policy Attestation Form**

Proposers must agree to comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found here: <https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors>. If Proposer is unable to comply with this Policy, it will be deemed non-responsive unless a City is able to secure a waiver on Proposer’s behalf. *Refer to Attachment 1, City’s Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

##### **3. “reserved” Administrative Code Chapter 12X**

##### **4. 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. Health Care Accountability Ordinance**

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section.

#### **C. 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>.

#### **D. 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.

### **VIII. CONTRACT/GRANT REQUIREMENTS**

#### **A. Contract/Grant Terms and Negotiations**

The successful Proposer will be required to enter into the Agreement in the form attached hereto as Attachment 1, City's Proposed Agreement Terms. **City's Proposed Agreement Terms are not subject to negotiation.** However, Proposers may identify those contract terms to which they object as part of the questions they submit by the Questions Due Date. City shall evaluate all objections and determine what, if any changes, will be incorporated into City's Contract Terms prior to the Proposal Due Date. Any such changes will be made known to all Proposers through an Addendum to this Solicitation. Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Proposer and proceed against the original selectee for damages.

## **B. Insurance Requirements**

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:

- e. 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:
  - i. 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, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor 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 Contractor, 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.

**C. Failure to Provide Insurance and/or Bonds**

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the RFP is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection). The proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

**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.

**E. HSA/DAS Policy Manuals and Memoranda**

<https://www.sfhhsa.org/partner/policies-and-procedures>

## **F. Other CDA Rules and Regulations**

State (CDA Regulations):

[https://www.aging.ca.gov/programsproviders/aaa/Laws\\_Regulations\\_Policies/](https://www.aging.ca.gov/programsproviders/aaa/Laws_Regulations_Policies/)

Federal OMB Uniform Guidance: <https://www.grants.gov/learn-grants/grant-policies/omb-uniform-guidance-2014.html>

Code of Federal Regulations: <https://www.govinfo.gov/help/cfr>

## IX. RFP COVER PAGE

**NAME OF ORGANIZATION:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DIRECTOR:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CITY SUPPLIER ID (IF  
KNOWN)** \_\_\_\_\_

**FEDERAL EMPLOYER #:** \_\_\_\_\_

ANNUAL AMOUNT(S) REQUESTED: \$ \_\_\_\_\_

I understand that the San Francisco Human Services Agency (SFHSA) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract has been signed by both parties and approved by all applicable City Agencies. Submission of a proposal signifies that the proposed services and prices are valid for 120 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.

Signature of authorized representative(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submit an electronic copy to [Candace.Gray@sfgov.org](mailto:Candace.Gray@sfgov.org) and [HSARFP@sfgov.org](mailto:HSARFP@sfgov.org)

## X. 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.

	<b>Evaluation and Selection Criteria</b>	
	<b>Minimum Qualifications</b>	Page Number(s)
1.	A minimum of three (3) years of same or similar services to those requested in this RFP	
2.	A minimum of three (3) years serving the target population. These populations may include, but are not limited to: older adults, younger adults with disabilities, those with mental health and substance use issues and housing needs.	
3.	Demonstrated ability to provide cultural and linguistically appropriate services to the target population.	
4.	Must be willing and able to comply with the City contracting requirements set forth in Section VII of this RFP	
5.	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.	
6.	Able to become a Business Associate of DAS, and sign a Business Associate Agreement and adhere to all privacy laws and have HIPAA-compliant practices.	
	<b>Organizational Capacity ( 35 points)</b>	
1.	Staffing Plan – Describe organizational structure and staffing patterns needed to provide the proposed services including program supervision and management. Attach job descriptions and resume 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. (10 Points)	
2.	Service Site Plan – Describe the plan for location and hours of services and how target caseload capacity will be accommodated. (10 Points)	
3.	Description of staff training plans to ensure services are provided in an efficient manner and service and outcome objectives are being achieved. (5 points)	
4.	Description of agency experience and staff skills related to successful collaboration and management of complex data. (5 points)	
5.	Completed Disability Checklist (5 points)	
	<b>Program Approach (40 points)</b>	



1.	Description of your 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 (be sure to address all applicable items listed in Target Population, Scope of Work, and Service and Outcome Objectives).(10 Points)	
2.	Description of your agency's experience and ability to manage complex fiscal operations, specifically for the purchases of service component as well as time-studies, and local/state/federal reimbursements. (10 Points)	
3.	List and explain the specific service and outcome objectives to be accomplished through the proposal. (5 Points)	
4.	The proposal demonstrates the capacity to partner and collaborate with both the public entities and private partners demonstrated through existing partnerships, diversity of board governance, policy and practice through technology, communication, shared services and/or governance structure. (5 points)	
5.	Describe methods for data collection, documentation, and reporting service and outcome data. Describe the method(s) by which service and outcome objectives will be evaluated. (5 Points)	
6.	Describe the proposed model for clients to offer feedback and input regarding services. (5 Points)	
	<b>Fiscal Capacity (25 points)</b>	
1.	The budget provided is clear and easy to understand. The budget reflects sound, adequate allocation of resources, matching the program components including staffing costs, operating costs and capital costs (as appropriate). The budget supports the services proposed and is competitive with other proposals. Costs are reasonable, justified, and competitive. Cost Allocation Plan is reasonable. (20 points)	
2.	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)	

## **XI. BUDGET FORMS AND INSTRUCTIONS**

Budgets should be submitted in the standard HSA format. Forms are available at:

<https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>

Click on “Human Services Agency” in the Department drop-down menu and then click the link for this RFP.

The attached spreadsheets are in Excel. There are four (4) pages in the budget (in addition to the budget justification), as follows: Contract 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 a 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 contract 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 contractors, 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 using the standard SFHSA format if there is a Subcontractor arrangement made under the terms of the contract. 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. If an organization is uncertain whether indirect costs can be applied to a particular expense, it should consult with their SFHSA Contract Manager.

**These guidelines provide general information. If further clarification or technical assistance is required, consult the HSA Office of Contract Management Contract Manager listed.**