**City and County of San Francisco** 

Notice of Funding Availability # 592 for Supportive Housing Services



Date issued: Pre-application conference: Application due: February 28, 2014 March 18, 2014 10:30 a.m. April 3, 2014 3:00 p.m.

## Notice of Funding Availability #592 Supportive Housing Services

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## I. Introduction, Schedule and Definitions

## A. General

The City and County of San Francisco Human Services Agency (HSA) is seeking organizations to provide supportive services to residents of permanent supportive housing sites and master-leased single room occupancy hotels and housing operations for master-leased hotels throughout the City. Grantees will assist tenants in obtaining and maintaining permanent, safe, affordable, service-enriched housing in order to achieve residential, economic, and personal stability.

The NOFA services fall into the following five categories:

### Tier I: Step-Up Master Lease and Non-Placement Units

### Model A – Step-Up Master Lease

Master Lease Units or Buildings that provide units to adult tenants referred from other HSA-funded buildings where HSA will provide funding for leasing, housing operations/property management and support services. Tenants eligible for placement, housing and services must be existing tenants with a successful housing history in other HSA Master Lease buildings at the time of referral. These sites offer minimal support services and reduced site staff.

**Model B – Non-Placement Units and Buildings: Adult and/or Family** Units in Master Lease, Local Operating Subsidy Program, and other buildings where HSA will provide funding for support services but does not place clients into vacancies. This may include buildings that have a mix of placement and non-placement units, and buildings that are 100% non-placement units. This model covers both family and adult units.

### <u>Tier II: Master Lease – Moderate Support Services</u>

Master Lease units or buildings where HSA will provide funding for leasing, housing operations/property management and support services. HSA sets and manages the referral and placement process with the provider to fill vacancies. The support staff to unit target ratio is 1:50. These are adult only sites.

### <u>Tier III: Master Lease – Stronger Support Services</u>

Master Lease units and buildings where HSA will provide funding for leasing, housing operations/property management and support services. HSA sets and manages the referral and placement process with the provider to fill vacancies. The staff to unit target ratio is 1:35. These are adult only sites.

<u>Tier IV: Local Operating Subsidy Program (LOSP), HUD Supportive Housing</u> <u>Program (SHP) &/or Shelter Plus Care (S+C) – Moderate Need Adult &/or Family</u>

Local Operating Subsidy Program (LOSP), HUD Supportive Housing Program (SHP) and Shelter Plus Care (S+C) units where HSA will provide funding for support services and

HSA sets and manages the referral and placement process with the housing provider to fill vacancies in these units. The eligibility criteria at these sites does not require all referrals to be chronically homeless and have a certification of disability, or these sites have other units that do not fit in this Tier. This model covers both adult and family units.

## <u>Tier V: Local Operating Subsidy Program (LOSP), HUD Supportive Housing</u> <u>Program (SHP) &/or Shelter Plus Care (S+C) – High Need Adult &/or Family</u>

Local Operating Subsidy Program (LOSP), HUD Supportive Housing Program (SHP) and Shelter Plus Care (S+C) units and buildings in which HSA will provide funding for support services. HSA sets and manages the referral and placement process with the housing provider. The eligibility criteria for these units requires tenants to be chronically homeless and have a certification of disability, or 100% of the units in the building are LOSP, HUD SHP and/or S+C. Support services staff have higher level of education and/or experience than other Tiers. This model covers both adult and family units.

### **Grant Terms**

HSA grants shall have an original term from July 1, 2014 to June 30, 2018. In addition, the City shall have the option to extend the term for a period of two (2) years, for a total of six (6) years, subject to annual availability of funds and annual satisfactory contractor performance and system of needs. The City has the sole, absolute discretion to exercise this option and reserves the right to enter into grants of a shorter duration at its sole discretion. These services will be supported through funding from the City and County of San Francisco general fund.

### B. Schedule

The anticipated schedule for this procurement is:

NOFA is issued by the City	February 28, 2014
Pre-application conference	March 18, 2014 10:30 a.m.
Applications due	April 3, 2014, 3:00pm

### Dates may be subject to change

### C. Definitions

Adult Units	Units that provide permanent supportive housing to adult individuals or couples. Adults with custody of minor children are not placed in these units.
СААР	County Adult Assistance Program is a San Francisco county cash benefit program operated by HSA. Homeless adults on CAAP benefit are offered shelter reservations and/or housing as part of the benefits package. GA – General Assistance is one of the CAAP benefit programs.
Family Units	Units that provide housing to one or more adults

	with at least 50% custody of one or more minor children 18 years old or younger.
High Need	Refers to permanent supportive housing units that have eligibility requirements that include both certification of chronic homelessness and certification of a disability, or buildings where 100% of the units are filled with tenants in the Local Operating Subsidy Program, HUD Supportive Housing Program or Shelter Plus Care programs. The ratio of support staff to units is 1.0 FTE direct support staff to 25 units and the qualifications of support staff include a higher level of education and/or experience than other Tiers.
HSA	City and County of San Francisco, Human Services Agency
HSA Placement/Referral Process	HSA-established process for outreach, identification and referral of a potential tenant to the specific housing covered by this grant. Providers do not accept housing applications for these units outside of the HSA-established process. This process never maintains a waitlist.
HUD	U.S. Department of Housing and Urban Development.
Leasing Costs	Funds paid by the housing provider to the building owner that support the use of the units for supportive housing. These costs are defined by the lease and the payments made to the owner.
LOSP	Local Operating Subsidy Program
Master Lease	Leasing a building from the owner for the purpose of providing units of permanent supportive housing.
Moderate Need	Refers to permanent supportive housing units that have eligibility requirements that include either certification of chronic homelessness or certification of a disability in buildings where 100% of the units are not filled with tenants in the Local Operating Subsidy Program, HUD Supportive Housing Program or Shelter Plus Care programs. The ratio of support staff to units is 1.0 FTE direct support staff to 25 units.
Moderate Support Services	Supportive services at permanent supportive housing sites that offer a ratio of support staff to a higher number of housing units. The ratio is 1.0 FTE direct support staff to 50 units.
MPP/Representative Payee Services	Modified Payment Programs and Representative Payee services accept benefit payments (primarily

	local and federal benefits) in a two-party form on behalf of the building tenants. The tenant's portion of the rent is paid directly to the housing provider and the remainder of the benefit amount is either provided to the tenant (MPP) or handled via money management according to a budget established with the tenant (Representative Payee).
Non-Placement Units	Permanent supportive housing units and affordable housing units that are not filled via the HSA Placement/Referral Process. The housing provider establishes its own placement process that may include managing a waitlist of potential tenants. The direct support staff to unit ratio is 1.0 FTE to 75 adult units and 1.0 FTE to 50 family units.
Operations/Property Management	The work related to tenant rental agreements and associated communication, rent collection and records keeping, janitorial and maintenance efforts to maintain a safe, clean and secure housing environment, compliance with inspections regarding building/health/fire codes, removal of trash, front desk coverage, and notices/actions regarding any tenant evictions proceedings in accordance with San Francisco laws.
Potential Tenant	Any individual, couple or family who are referred for screening to fill a vacancy in units filled via the HSA-established Placement/Referral Process. In units that are not filled via HSA placement, any individual, couple or family who are eligible to apply or are on the sites waitlist.
S+C	Shelter Plus Care Program
SHP	Supportive Housing Program funded by HUD
SRO	Single room occupancy hotel
SSI/SSA/SSDI	Social Security benefits
Step-Up Units	Permanent supportive housing units that take referrals from other Master Lease supportive housing sites of tenants who have had a successful history in housing. These units are in buildings that offer fewer staff and a higher unit to direct service staff ratio. The ratio is 1.0 FTE direct support staff to 75 adult units.
Stronger Support Services	Supportive services at permanent supportive housing sites that offer a ratio of support staff to a smaller number of housing units. The ratio is 1.0 FTE direct support staff to 35 units.
Subcontractor	Property management or other services performed

	by other entities on behalf of the grantee that are proposed to be covered by the grant.
Supportive Services	Support services include, but are not limited to outreach, intake and assessment, case management, benefits advocacy and assistance, referral, advocacy with property management, mediation, conflict resolution and/or support groups. Tenants are not required to participate in support services.
Tenant	Any individual, couple or family who are legal residents in one of the units covered by this application. There is a lease agreement between the tenant and property management.

## **II. Target Population and Scope of Work**

### A. Target Population

Low income single adults, adult couples and families with custody of minor children who are tenants of the proposed buildings.

In buildings where HSA places tenants into vacancies, the grantee will serve formerly homeless single adults, adult couples, and families who meet HSA-established eligibility requirements and are referred by the HSA-identified placement process. Eligibility criteria include meeting a definition of homelessness at the time of referral and placement, specifically established benefits and/or income criteria, and ability to live independently within the structure of the housing program. Other eligibility criteria based on funding sources may include chronic homelessness, certified disability, and/or other special needs related to mental health, substance abuse, or HIV/AIDS.

### **B.** Scope of Work

The Scope of Work descriptions which follow are to be used as a general guide to assist applicants. Please note that the Scope of Work is not intended to be a complete list of all work necessary to complete the project.

### Tier I: Step-Up Master Lease and Non-Placement Units, Adult and Family

- 1. Basic intake within 30 days for all new tenants; explain available services and how to access them
- 2. Information and referral (I&R) as needed
- 3. Outreach in response to tenant behavior/actions to promote housing stability
- 4. Work collaboratively with Property Management to prevent evictions
- 5. Limited client assistance and community building activities

### Direct Support Services Staff to Unit Ratio

1.0 FTE to 75 Units for Adult units 1.0 FTE to 50 Units for Family units

### Tier II: Master Lease – Moderate Support Services

- 1. Intake and assessment for all new tenants within 30 days
- 2. Initial outreach to new tenants 3 times in 60 days
- 3. Outreach in response to tenant behavior/actions to promote housing stability
- 4. Work collaboratively with Property Management to prevent evictions
- 5. Client assistance, I&R and community building activities

Direct Support Services Staff to Unit Ratio 1.0 FTE to 50 Units for Adult units

### Tier III: Master Lease – Stronger Support Services

- 1. Intake and assessment for all new tenants within 30 days
- 2. Initial outreach to new tenants 3 times in 60 days
- 3. Create Service Needs/Goal Plans with tenants and update plans at least twice a year
- 4. Outreach in response to tenant behavior/actions to promote housing stability
- 5. Work collaboratively with Property Management to prevent evictions
- 6. Client assistance, I&R and community building activities

Direct Support Services Staff to Unit Ratio

1.0 FTE to 35 Units for Adult units

## <u>Tier IV: Local Operating Subsidy Program (LOSP), HUD Supportive Housing</u> <u>Program SHP &/or Shelter Plus Care (S+C) – Moderate Need Adult &/or Family</u>

- 1. Intake and assessment for all new tenants within 30 days
- 2. Initial outreach to new tenants 3 times in 60 days
- 3. Create Service Needs/Goal Plans with tenants and update plans at least twice a year
- 4. Outreach in response to tenant behavior/actions to promote housing stability
- 5. Regular outreach to all tenants (frequency set in negotiation; minimum of twice a year)
- 6. Work collaboratively with Property Management to prevent evictions
- 7. Client assistance related to Service Needs/Goal Plans, I&R, assistance with navigating systems/services and community building activities

### Direct Support Services Staff to Unit Ratio

1.0 FTE to 25 Units for both Adult and Family units

+ Additional Direct Service Staff for Children/Youth services for Family Units

## <u>Tier V: Local Operating Subsidy Program (LOSP), HUD Supportive Housing</u> <u>Program (SHP) &/or Shelter Plus Care (S+C) – High Need Adult &/or Family</u>

- 1. Intake and assessment for all new tenants within 30 days
- 2. Initial outreach to new tenants 3 times in 60 days
- 3. Create Service Needs/Goal Plans with tenants and update plans at least twice a year
- 4. Outreach in response to tenant behavior/actions to promote housing stability
- 5. Access to on-site clinical services
- 6. Regular outreach to all tenants (frequency set in negotiation; minimum of twice a year)
- 7. Work collaboratively with Property Management to prevent evictions
- 8. Client assistance related to Service Needs/Goal Plans, I&R, assistance with navigating systems/services and community building activities

### Direct Support Services Staff to Unit Ratio

1.0 FTE to 25 Units for both Adult and Family units

+ Additional Direct Service Staff for Children/Youth services for Family Units

### Modified Payment Program, Site Leasing Costs, Operations/Property Management

**Modified Payment/Representative Payee Programs:** If this application is requesting funding to provide **Modified Payment Program/ Representative Payee** services to the tenants within proposed units in any Tier, the following Scope of Work is a general guide:

- 1. Establish a Memorandum of Understanding (MOU) with the HSA CAAP division to set up the system and procedures for a two-party warrant system.
- 2. Prepare and submit paperwork to support two-party warrants for tenants with SSI, SSA and SSDI.
- 3. If acting as tenant's representative payee or tenant is enrolled in money management, collect the rent and issue disbursements according to the money management budget established with the tenant.
- 4. If tenant is not enrolled in representative payee, collect the tenant's portion of the rent and submit it to property management on a timely basis. Provide the tenant with the balance of the aid benefit.

**Site Leasing Costs:** If this application is requesting funding to support the **Site Leasing Costs** for the proposed units in any Tier, the following Scope of Work is a general guide:

- 1. Lease the property from the owner for the purpose of placing formerly homeless clients into permanent supportive housing.
- 2. Manage the relationship with the site owner related to the lease and the responsibilities of each party related to maintaining the building as functional housing.

**Operations/Property Management:** If this application is requesting funding to support the **Operations/Property Management** services for the proposed units in any Tier, the following Scope of work is a general guide:

- 1. Draft rental agreements to be signed with all tenants at time of move-in.
- 2. Communicate with HSA staff according to negotiated procedures regarding moveins, move-outs and vacancies.
- 3. Maintain a secure and healthful environment for tenants, including but not limited to:
  - a. Compliance with building, fire and health codes. Respond to any violation notices regarding the property from Department of Building Inspection, Department of Public Health and the San Francisco Fire Department.
  - b. Clean, sanitary and regularly maintained common spaces and community areas within the building.
  - c. Clean, sanitary and regularly maintained shared-use toilet/shower facilities.
  - d. Regular removal of garbage/trash.
  - e. Timely response to tenant building concerns and problems.
  - f. Front desk coverage as negotiated with HSA.
  - g. Maintenance and report of facility systems, including but not limited to plumbing, HVAC, electrical, elevator and safety issues, facility security and pest control.
  - h. Rent collection.
  - i. Written notice or warning to tenants related to any issue that may affect ongoing tenancy. Share such notices with support services.
  - j. When necessary, notice and actions related to the eviction process in accordance with laws in effect in San Francisco.

## C. Service and Outcome Objectives

Successful applicants will have defined service objectives during the term of the grant agreement. This section identifies the service and outcome objectives that will be required by HSA. Actual scopes will be set in the grant negotiation process. Over the course of the grant HSA will set targets for objectives.

Grantees will be required to report outcome objectives measurements from the beginning of the grant on the HSA-established schedule. HSA will collect baseline data to establish targets on a rolling basis as implementation proceeds. Data collected in Grant Year One from all grantees will serve as a baseline for HSA to establish outcome targets for all grantees in Year Two.

## Tier I: Step-Up Master Lease and Non-Placement Units, Adult & Family

### **Outcome Objectives**

- 1. Housing stability
- 2. Program exits and type of placements outside HSA portfolio

### Tier II: Master Lease

### Service Objectives

1. Participation in activities; unduplicated and overall numbers

2. Support Service contact with tenants

### **Outcome Objectives**

- 1. Housing stability
- 2. Program exits and type of placements outside HSA portfolio

## Tier III: Master Lease

### **Service Objectives**

- 1. Participation in activities; unduplicated and overall numbers
- 2. Support Service contact with tenants
- 3. Participation in direct service; unduplicated and frequency
- 4. Number of tenants with Service Needs/Goal Plans

### **Outcome Objectives**

- 1. Housing stability
- 2. Program exits and type of placements outside HSA portfolio

### <u>Tier IV: Local Operating Subsidy Program (LOSP), HUD Supportive Housing</u> <u>Program and/or Shelter Plus Care (S+C) – Moderate Need Adult and/or Family</u>

### **Service Objectives**

- 1. Participation in activities; unduplicated and overall numbers
- 2. Participation in direct service; unduplicated and frequency
- 3. Number of tenants with Service Needs/Goal Plans
- 4. Track markers related to health, well-being, minors, etc. based on negotiated parameters

### **Outcome Objectives**

- 1. Housing stability
- 2. Program exits and type of placements outside HSA portfolio

### <u>Tier V: Local Operating Subsidy Program (LOSP), HUD Supportive Housing</u> Program and/or Shelter Plus Care (S+C) – High Need Adult and Family

### **Service Objectives**

- 1. Participation in activities; unduplicated and overall numbers
- 2. Participation in direct service; unduplicated and frequency
- 3. Number of tenants with Service Needs/Goal Plans
- 4. Track markers related to health, well-being, minors, etc. based on negotiated parameters

### **Outcome Objectives**

- 1. Housing stability
- 2. Program exits and type of placements outside HSA portfolio

### **III. Submission Requirements**

### A. Time and Place for Submission of Applications

Applications must be received by 3:00 p.m., on April 3, 2014. Postmarks will not be considered in judging the timeliness of submissions. Applications may be delivered in person and left with any Contract Manager with the Human Services Agency, Office of Contract Management at 1650 Mission Street, Suite 300, San Francisco, or mailed to:

Esperanza Zapien, G300 Office of Contract Management 1650 Mission Street, Suite 300 San Francisco, CA 94103

Applicants shall submit three (3) original and one electronic copy of the application. FAX copies will not be accepted. The electronic version of the application is submitted to: <a href="mailto:esperanza.zapien@sfgov.org">esperanza.zapien@sfgov.org</a>

### **B.** Format

Please use three-hole recycled paper, print double-sided to the maximum extent practical, and bind the application with a binder clip, rubber band, or single staple, or submit it in a three-ring binder. Please do not bind your application with a spiral binding, glued binding, or anything similar. You may use tabs or other separators within the document.

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

## C. Submission Content, Budget and Staffing Qualifications

Organizations interested in responding to this NOFA must submit the following information, in the order specified below.

### 1. Executive Summary (See Appendix C-Executive Summary form attached)

Submit an executive summary of the NOFA application. Attach a list of the buildings included in the application. The executive summary must be signed by a person authorized by your organization to obligate your organization to perform the services and activities indicated in the application, and will bind your organization to perform the program described in the application.

2. Building Summary Form and related Tier Detail Sheets (Tier Detail Sheets are found as tabs in the attached Building Summary Form)

Submit a completed building summary form for each building identifying the specific units and Tiers. Submit a completed tier detail sheet for each Tier for all units included on the Budget Summary Form.

NOTE: Fill out the Budget Summary Form first and information will be propagated into the Tier Detail Sheets.

## 3. Project Narrative

A. Minimum Qualifications (Two page maximum)

All applicants submitting applications for funding must provide a Minimum Qualifications Narrative describing in detail how the proposing agency meets each of the Minimum Qualifications listed in this NOFA. Any applications failing to demonstrate these qualifications will be considered <u>non-responsive</u> and will not be eligible for application review.

- B. Service Narrative (Eight page maximum)
  - a. Describe the target population of the proposed building/units. State that the target population is the same for all buildings included in the application or provide specific information by building(s).
  - b. List and explain how you will manage the scope of work and accomplish the specific service and outcome objectives listed in this NOFA for the Tiers within all the proposed buildings or provide specific information by building.
  - c. Describe methods for data collection, documentation, and reporting data related to service and outcome objectives. Describe the method(s) by which services will be evaluated. (Using data collected in Grant Year One from all grantees, HSA will establish outcome targets for all grants in Grant Year Two and beyond.)
  - d. If your current service level does not match your proposed service level, provide an explanation and schedule of how the program will move from the current staff/unit ratio to the Tier target ratio over the first 36 months of the grant. If the explanation and schedule is not the same for all buildings in your application, provide information by specific building(s).

## 4. Agency and Project Staff Qualifications

- A. Agency Qualifications: A statement listing all contracts (both public and private) relevant to services solicited through this NOFA, which have been completed by the applicant during the last three (3) years. Include the names of the contracting agencies (and a contact name and phone number), the level of funding, and the types of services provided. This statement **must** also list any failure or refusal to complete a contract, including details and dates.
- B. Staff Qualifications: A description of the staff positions, along with qualifications and responsibilities for the proposed support services program. If the description is not the same for all buildings in your application, provide information by specific building(s).

- a. Include direct service coordinators/case managers, supervision, and, if family units, the children/youth service coordinators/case managers.
- b. Describe the types of training proposed for staff to support provision of the services described.
- c. Briefly describe supervision and management or proposed services and operations.
- 5. Budget Forms Required for applications requesting support for Modified Payment Program/Representative Payee services, Site Leasing costs, and/or Operations/Property Management. A budget is required for each building seeking support in any of these areas.(see Appendix A attached)

Attach a detailed expense budget, identifying the salaries, operating and indirect expenses for each building in your application that seeks HSA grant funds for these specific areas. Include a budget narrative that describes each expense.

- a. A single budget with separate costs in the appropriate budget form columns for modified payment program, leasing and property management costs may be submitted. Include all expenses requested to be covered by HSA grant funds in this application.
- b. If any of the services are being handled by a subcontractor, provide the same detail of salaries, operating and indirect expenses in a separate budget form. Identify the subcontractor in the section for the grantee's name on the budget form.
- c. Do not include any support services operational costs in these budgets.
- d. Identify the source and amount of funds that are available as leverage, either in-kind or direct funding designated exclusively for the services outlined in the application. Leverage funds are not required.
- e. In the budget narrative, please include the following information for each of the areas of funding requested:
  - Modified Payment/Representative Payee programs: State how many tenants are projected to be served monthly.
  - Leasing Costs: State when the lease was initiated if currently in place, when will the current lease end, and of the rate of annual increase to leasing costs.
  - Operations/Property Management: Detail staffing levels and coverage, include key systems maintenance agreements, and estimate the annual expected rent revenue from the tenants.

## **IV. Minimum Qualifications and Selection**

## A. Minimum Qualifications

In order for the application to be considered responsive to this NOFA, successful applicants must possess the minimum qualifications listed below.

## **For All Applicants**

- 1. Applicants must have 3 years of experience providing the same supportive services as described in this NOFA to formerly homeless adults and/or families at permanent housing sites. This requirement can be met either by the experience of the organization or the staff directly involved with the proposed buildings. HSA expects that the persons identified in this application will be involved in the implementation and administration of the proposed services.
- 2. Site control for the location of the proposed building/units:
  - a. Provide an agency statement regarding the nature of current site control (ownership, leasing agreement, etc.).
  - b. If your agency does not currently have site control, please state the plan and timeline to gain site control in time to implement the program when the grant period begins.
    - A letter of intent regarding site control will be required by April 30, 2014 for any grant to move forward for implementation on July 1, 2014.

# For Modified Payment Program, Site Leasing Costs, Operations/Property Management

Applicants must have 3 years of either administering a modified payment program, providing property management services or master lease site leasing experience. This requirement can be met either by the experience of the organization, or the demonstrated experience of staff proposed to work on the proposed model. If this requirement is being met based on staff experience, resumes of key staff must be provided. HSA expects that the persons identified in this application will be involved in the implementation and administration of the proposed services.

**Please note:** Agencies submitting applications that have previously been contracted by the City and County of San Francisco 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 NOFA. **Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in Agency disqualification to participate in this NOFA.** 

### B. Selection

### A. Eligibility Review

Upon submission, HSA staff will begin a screening process by reviewing all applications to determine if they are complete and meet minimum qualification requirements, completeness and submittal standards. Applications that do not meet minimum

qualification requirements or are incomplete will not be forwarded for further review and applicants will be notified.

## B. Application Review

The selection process will include a review by HSA staff, who will then forward a set of funding recommendations to the Executive Director of the Human Services Agency for consideration and final awards decision. HSA staff may require additional information from applicants prior to making its final recommendations to the Executive Director. The final award of the grant is subject to the approval of the Department of Human Services Commission.

### C. Criteria Used to Make Funding Decisions

HSA staff will determine final selection of grantees by considering the following:

- The extent to which applicants meet the minimum qualifications.
- The extent to which an application best responds to the scope of work, service and outcome objectives as described in the NOFA.
- The explanation and schedule regarding how the program will move from the current staff/unit ratio to the Tier target ratio over the first 36 months of the grant, or how the proposed program currently meets the Tier target ratio.

HSA may use interviews to gather additional information in order to make the most informed funding decisions possible.

### D. Grant Awards

HSA intends to issue grant awards as soon as possible. HSA maintains the right not to issue awards if the submitted applications are not responsive to the requested services described in this NOFA. HSA may initiate negotiations or a separate process to cultivate the services identified.

### E. Negotiation

HSA will review proposed work and budgets in detail and negotiate these matters as necessary to ensure that the proposed work and budgets meet the service provision requirements, goals, objectives and policies of HSA. During grant negotiation, scopes of work and budgets may be revised.

## V. Pre-Application Conference and Grant Award

## A. Pre-Application Conference

Applicants are encouraged to attend a pre-application conference on March 18, 2014 at 10:30 am to be held at **1650 Mission Street**, **5**<sup>th</sup> **Floor, Golden Gate Room**. 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 NOFA, please contact the individual designated in Section VI.B in writing.

### B. Grant Award

- 1. HSA anticipates making multiple awards through this procurement process, and will select applicants with whom HSA staff shall commence grant negotiations.
- 2. For successful applicants with a letter of intent to lease, you must have functioning site control no later than June 1, 2014 and a plan regarding how the site can be inspected and the program can be fully operational by 7/1/2014.
- 3. The selection of any application shall not imply acceptance by the City of all terms of the particular application, which may be subject to further negotiations and approvals before the City may be legally bound thereby. If a satisfactory agreement cannot be negotiated in a reasonable time the HSA, in its sole discretion, may terminate negotiations with that applicant and begin negotiations with another eligible applicant.

## VI. Terms and Conditions for Receipt of Applications

### A. Errors and Omissions in NOFA

Applicants are responsible for reviewing all portions of this NOFA. Applicants are to promptly notify the Department, in writing, if the applicant discovers any ambiguity, discrepancy, omission, or other error in the NOFA. Any such notification should be directed to the Department promptly after discovery, but in no event later than five working days prior to the date for receipt of applications. Modifications and clarifications will be made by addenda as provided below.

### **B.** Inquiries Regarding NOFA

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

Esperanza Zapien, at esperanza.zapien@sfgov.org

### C. Objections to NOFA Terms

Should a applicant object on any ground to any provision or legal requirement set forth in this NOFA, the applicant must, not more than ten calendar days after the NOFA is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

### **D.** Change Notices

The Department may modify the NOFA, prior to the application due date, by issuing Change Notices, which will be posted on the website. The applicant shall be responsible for ensuring that its application reflects any and all Change Notices issued by the Department prior to the application due date regardless of when the application is submitted. Therefore, the City recommends that the applicant consult the website frequently, including shortly before the application due date, to determine if the applicant has downloaded all Change Notices.

### E. Term of Application

Submission of a application signifies that the proposed services and prices are valid for 180 calendar days from the application due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

### F. Revision of Application

A applicant may revise a application on the applicant's own initiative at any time before the deadline for submission of applications. The applicant must submit the revised application in the same manner as the original. A revised application must be received on or before the application due date. In no case will a statement of intent to submit a revised application, or commencement of a revision process, extend the application due date for any applicant.

At any time during the application evaluation process, the Department may require a applicant to provide oral or written clarification of its application. The Department reserves the right to make an award without further clarifications of applications received.

### G. Errors and Omissions in Application

Failure by the Department to object to an error, omission, or deviation in the application will in no way modify the NOFA or excuse the vendor from full compliance with the specifications of the NOFA or any contract awarded pursuant to the NOFA.

### H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by an organization in responding to this NOFA. Submissions of the NOFA will become the property of the City and may be used by the City in any way deemed appropriate.

### I. Applicant's Obligations under the Campaign Reform Ordinance

Applicants must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

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

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

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

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city

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officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Notice of Funding Availability, and requests to be placed on a mailing list do not constitute negotiations.

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

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

For further information, applicants should contact the San Francisco Ethics Commission at (415) 581-2300.

## J. Sunshine Ordinance

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

## K. Public Access to Meetings and Records

If a applicant is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the applicant must comply with Chapter 12L. The applicant must include in its application (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to applicant's meetings and records, and (2) a summary of all complaints concerning the applicant's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the applicant shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in applicant's Chapter 12L submissions shall be grounds for rejection of the application and/or termination of any subsequent Agreement reached on the basis of the application.

### L. Reservations of Rights by the City

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

- 1. Waive or correct any defect or informality in any response, application, or application procedure;
- 2. Reject any or all applications;
- 3. Reissue a Notice of Funding Availability;
- 4. Prior to submission deadline for applications, 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 NOFA, or the requirements for contents or format of the applications;
- 5. Procure any materials, equipment or services specified in this NOFA by any other means; or
- 6. Determine that no project will be pursued.

### M. No Waiver

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

## **VII. City Contract Requirements**

### A. Standard Grant Agreement Provisions

The successful applicant will be required to enter into an agreement substantially in the form of the Agreement for Professional Services. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, 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 organization and may proceed against the original selectee for damages.

Applicants are urged to pay special attention to the requirements of Administrative Code Chapters 12B and 12C, Nondiscrimination in Contracts and Benefits, the Minimum Compensation Ordinance; the Health Care Accountability Ordinance; the First Source Hiring Program; and applicable conflict of interest laws, as set forth in paragraphs B, C, D, E and F below.

### **B.** Nondiscrimination in Contracts and Benefits

The successful applicant will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available on the HRC's website at www.sfhrc.org.

## C. Minimum Compensation Ordinance (MCO)

The successful applicant will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements.

For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract.

Additional information regarding the MCO is available on the web at <u>www.sfgov.org/olse/mco</u>.

## D. Health Care Accountability Ordinance (HCAO)

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

### E. First Source Hiring Program (FSHP)

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

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at www.sfgov.org/moed/fshp.htm and from the First Source Hiring Administrator, (415) 401-4960.

## F. Conflicts of Interest

The successful applicant 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 applicant will be required to

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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 applicant 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 applicant that the City has selected the applicant.

## **Appendix A – Budget Forms and Instructions**

Budgets should be submitted in the standard HSA format. Forms are available at: <u>http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx</u> and click on the "Consultants and Professional Services" link and then the link for this NOFA.

An electronic version can also be obtained from the Office of Contract Management that will include all the formatted spreadsheets. The following spreadsheets are in Microsoft Excel. A computer disk with HSA forms (in PC-Microsoft Excel format) may also be obtained from the Office of Contract Management at 557-6085.

There are 4 pages in the budget set (in addition to the budget justification), as follows: Contract Budget Summary, Salaries and Benefits Detail, Operating Expense Detail, Capital Expenditure Detail.

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.

For the budget narrative, 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 salary per month, the salary per annum, and the mathematical computation used to arrive at the total dollar amount.

If applicable, attach a separate detailed Subcontracting budget if there is a Subcontractor arrangement made under the terms of the contract. On this page, provide a brief explanation of the subcontracting arrangement, as well as a budget breakdown. Please note subcontractor expenses should appear on the Operating Expense Detail sheet.

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

## **Appendix B - Standard Forms**

Before the City can award any contract to a grantee, that grantee must file three standard City forms (items 1-3 on the chart). Because many grantees have already completed these forms, and because some informational forms are rarely revised, the City has not included them in the NOFA package. Instead, this Appendix describes the forms, where to find them on the Internet (see bottom of page 2), and where to file them. If a contractor cannot get the documents off the Internet, the contractor should call (415) 554-6248 or e-mail Purchasing (purchasing@sfgov.org) and Purchasing will fax, mail or e-mail them to the contractor.

If a grantee has already filled out items 1-3 (see note under item 3) on the chart, **the grantee should not do so again unless the grantee's answers have changed**. To find out whether these forms have been submitted, the contractor should call Vendor File Support in the Controller's Office at (415) 554-6702.

Item	Form name and Internet location	Form	Description	Return the form to; For more info
1.	Request for Taxpayer Identification Number and Certification www.sfgov.org/oca/pu rchasing/forms.htm www.irs.gov/pub/irs- fill/fw9.pdf	W-9	The City needs the grantee's taxpayer ID number on this form. If a grantee has already done business with the City, this form is not necessary because the City already has the number.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702
2.	Business Tax Declaration www.sfgov.org/oca/pu rchasing/forms.htm	P-25	All grantees must sign this form to determine if they must register with the Tax Collector, even if not located in San Francisco. All businesses that qualify as "conducting business in San Francisco" must register with the Tax Collector.	Controller's Office Vendor File Support City Hall, Room 484 San Francisco, CA 94102 (415) 554-6702

Item	Form name and Internet location	Form	Description	Return the form to; For more info
	Q.E. A durinistanting	UDC		Haman Dialta
	S.F. Administrative	HRC- 12B-	Grantees tell the City if their personnel policies meet the	Human Rights Comm.
3.	Code Chapters 12B & 12C Declaration:	12 <b>D</b> - 101	City's requirements for	25 Van Ness, #800
5.	Nondiscrimination in	101	nondiscrimination against	San Francisco,
	Contracts and Benefits		protected classes of people, and	CA 94102-6059
	Contracts and Denemits		in the provision of benefits	(415) 252-2500
	www.sfgov.org/oca/pu		between employees with	(113) 252 2500
	rchasing/forms.htm –		spouses and employees with	
	<u> </u>		domestic partners. Form	
	In Vendor Profile		submission is not complete if it	
	Application		does not include the additional	
			documentation asked for on the	
			form. Other forms may be	
			required, depending on the	
			answers on this form.	
			Contract-by-Contract	
			Compliance status vendors	
			must fill out an additional	
			form for each contract.	
	HRC LBE		Local businesses complete this	Human Rights
4.	Certification		form to be certified by HRC as LBEs. Certified LBEs receive a	Comm.
	Application			25 Van Ness, #800
	www.sfgov.org/oca/pu		bid discount pursuant to Chapter 14B when bidding on	San Francisco, CA 94102-6059
	<u>www.sigov.org/oca/pu</u> <u>rchasing/forms.htm</u> –		Chapter 14B when bluding on City contracts. To receive the	(415) 252-2500
	<u>renasing/rorms.num</u> –		bid discount, you must be	(713) 232-2300
	In Vendor Profile		certified by HRC by the	
	Application		application due date.	

## Where the forms are on the Internet

## **Office of Contract Administration**

Homepage:	www.sfgov.org/oca/
Purchasing forms:	Click on "Required Vendor Forms" under the "Information for
-	Vendors and Contractors" banner.

# Human Rights Commission

HRC's homepage:	www.sfhrc.org
Equal Benefits forms:	Click on "Forms" under the "Equal Benefits" banner near the
bottom.	

## Appendix C - San Francisco Human Services Agency Executive Summary

### **NOFA #592 Supportive Housing Services**

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

By my signature above, I certify that I am an official authorized to bind the Notice of Funding Availability. I understand that the Human Services Agency (HSA) reserves the right to modify the specifics of this application at the time of funding and/or during the contract negotiation; that no officer, employee or agent of the City of San Francisco, exercising any function or responsibility in connection with the proposed services contract or with planning or carrying out any agreement relative to this application HSA any personal financial interest, direct or indirect, in the operation of the Applicant; that a contract may be negotiated for a portion of the amount requested; and that there is no contract until a written contract HSA been signed by both parties and approved by all applicable City Agencies. This application is a firm offer for a specified period of not less than one hundred sixty (160) days.

### Please attach a list of buildings, name and address, that are covered by your application.

Title:
Date:
Title:
Date:
copy with each application to: n Services 00 hager

esperanza.zapien@sfgov.org

Signature of authorized representative(s):

# **Appendix D-Building Summary Form**

Forms are available at: <u>http://mission.sfgov.org/OCABidPublication/ReviewBids.aspx</u> and click on the "Consultants and Professional Services" link and then the link for this NOFA.