

**HOUSING AUTHORITY OF THE CITY AND  
COUNTY OF SAN FRANCISCO**

**REQUEST FOR PROPOSALS (RFP)  
No. 21-440-RFP-0008-1**

**Administration of the Emergency Housing  
Vouchers**



**June 22, 2021**

**1815 Egbert Avenue  
San Francisco, CA 94124**

## Table of Contents

Section	Description	Page
	<b>Introduction</b>	<b>3</b>
	<b>Information at a Glance</b>	<b>4</b>
<b>1.0</b>	<b>Reservation of Rights</b>	<b>4</b>
<b>2.0</b>	<b>Scope of Work/Technical Specifications</b>	<b>5</b>
2.1	General Statement of Required Services	5
2.2	Effective Date	5
2.3	General Requirements	5
2.4	Preparatory Activities	5
2.5	Functional Areas	7
2.6	Performance Standards	9
2.7	Contract Administration Data	12
2.8	Key Personnel	12
2.9	San Francisco Minimum Wage Ordinance.	13
2.10	Emphasys Elite®.	13
2.11	Previous/Current Contractor(s)	13
<b>3.0</b>	<b>Proposal Format</b>	<b>13</b>
3.1	Tabbed Proposal Submittal	13
3.2	Entry of Proposed Fees	16
3.3	Additional Information related to the Pricing Items	18
3.4	Proposal Submission	18
3.5	Proposer's Responsibilities — Contact with the Authority	19
3.6	Proposer's Responsibilities — Equal Employment Opportunity and Supplier Diversity	19
3.7	Pre-proposal Conference	21
3.8	Recap of Attachments	22
<b>4.0</b>	<b>Proposal Evaluation</b>	<b>23</b>
4.1	Evaluation Factors	23
4.2	Evaluation Method	24
<b>5.0</b>	<b>Contract Award</b>	<b>27</b>
5.1	Contract Award Procedure	27
5.2	Contract Conditions	27
5.3	License and Insurance Requirements	28

## INTRODUCTION

The Housing Authority of the City and County of San Francisco (hereinafter, “the Authority”), a public entity, was established by the Board of Supervisors in 1938 to provide federally subsidized housing and housing assistance to low-income families within the City and County of San Francisco. The Authority is headed by a Chief Executive Officer (CEO) and is governed by a seven-person Board of Commissioners (Board). The Authority is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Authority’s procurement policy. Though brought into existence by a Resolution of the City and County of San Francisco, the Authority is a separate entity.

In keeping with its mandate to provide efficient and effective services, as detailed herein, the Authority is seeking proposals from qualified, licensed, and insured entities to administer the Emergency Housing Vouchers.

### INFORMATION AT A GLANCE

<b>Authority Contact Person</b>	Cindy Gamez, Procurement Analyst Telephone: (415) 715-3232 E-mail: <a href="mailto:RFPprocurement@sfha.org">RFPprocurement@sfha.org</a> TDD/TTY: (415) 467-6754
<b>How To Obtain the RFP Documents on the eProcurement Marketplace</b>	<ol style="list-style-type: none"> <li>1. Access <a href="https://ha.internationaleprocurement.com/">https://ha.internationaleprocurement.com/</a>.</li> <li>2. Click on the “Login” button in the upper left side.</li> <li>3. Follow the listed directions.</li> <li>4. If you have problems accessing or registering on the Marketplace, contact customer support at (866) 526-9266.</li> </ol>
<b>Pre-Proposal Conference</b>	None Scheduled.
<b>Question Submittal Deadline</b>	<b>June 30, 2021, 2:00 PM PT</b> Via e-mail: <a href="mailto:RFPprocurement@sfha.org">RFPprocurement@sfha.org</a>
<b>How to Submit a Response to this RFP</b>	As directed within Section 3.2 of the RFP, submit proposed pricing and all parts of the proposal where provided within the eProcurement Marketplace. Hard copy proposals will not be accepted.
<b>Proposal Submittal Return &amp; Deadline</b>	*No later than <b>July 7, 2021, 2:00 PM PT</b> in the Housing Agency Marketplace website only.

## 1.0 RESERVATION OF RIGHTS.

The Authority reserves the right to:

- 1.1 **Right to Reject, Waive, or Terminate the RFP.** The Authority may reject any or all proposals, to waive any informalit(ies) in the RFP process, or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.
- 1.2 **Right to Not Award.** The Authority reserves the right to not award a contract pursuant to this RFP.
- 1.3 **Right to Terminate.** The Authority reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 calendar days written notice to the successful proposer(s).
- 1.4 **Right to Determine Time and Location.** The Authority will determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 **Right to Retain Proposals.** The Authority shall retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Authority Contracting Officer (CO) or designee.
- 1.6 **Right to Negotiate.** The Authority may negotiate the fees proposed by the proposer entity.
- 1.7 **Right to Reject Any Proposal.** The Authority may reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to non-responsive or non-responsible proposals.
- 1.8 **No Obligation to Compensate.** The Authority shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 **Right to Prohibit.** At any time during the RFP or contract process the Authority reserves the right to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the Marketplace and by downloading this RFP, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this RFP and within the Marketplace, and further agrees to inform the CO in writing within 5 days of the discovery of any item(s) listed herein or of any item that is issued thereafter by the Authority that needs to be addressed. Failure to abide by this timeframe shall relieve the Authority, but not the prospective proposer, of any responsibility pertaining to such issue(s).
- 1.10 **Right to Reject – Obtaining Competitive Solicitation Documents.** The Marketplace is the only official and appropriate venue to obtain the RFP documents (and any other information pertaining to this RFP such as addenda). Accordingly, by submitting a response to this RFP the respondent thereby affirms that all information was obtained on the Marketplace. Any other group such as an association or a depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed not to distribute the RFP documents to any such potential respondents, but to instruct the potential respondents to visit the Marketplace to obtain the documents. The Authority will reject without consideration any response submitted from a firm that has not obtained the documents from the Marketplace.

## 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.

- 2.1 General Statement of Required Services.** The Authority is seeking proposals from qualified and licensed entities to administer and operate, with full responsibility, the Authority's Emergency Housing Vouchers per PIH Notice 2021-15. The EHVs are to be implemented and administered with industry best practices in accordance with local, state and federal law; and current U.S. Department of Housing and Urban Development (HUD) requirements, in all areas it administers, including waiting list management, referrals, admissions, inspections, eligibility determinations, setting of family payments, enforcement of program integrity and management of hearings and appeals. The Contractor will provide the staffing and expertise necessary to transition the work and to ensure its stable operation over the long term. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.
- 2.2 Effective Date.** The Authority desires the Contractor to assume responsibility for the administration of the EHVs no later than July 1, 2021.
- 2.3 General Requirements.** The Contractor shall administer and operate the Authority's EHV program in accordance with: (a) the specific requirements of the contract resulting from this RFP; and (b) current and future requirements of Federal program regulations, directives, and guidance applicable to the EHV program, including any Short-fall guidelines and requirements (CFR, HUD Notices and other). These requirements are not stated in their entirety within these specifications; rather, these specifications identify core functions the Contractor(s) shall administer in accordance with its approved work plan and the identified special programs. The Contractor's accomplishment of these objectives shall be measured by the stated performance standards. The Contractor shall cure all program deficiencies and take necessary and appropriate actions to meet specific and ongoing requirements and achieve stated performance standards.
- 2.4 Preparatory Activities.**
- 2.4.1 Post-Award Conference.** The Authority anticipates that it will direct the Contractor to, within five (5) business days of the effective date of the ensuing contract award by the Authority's Board, attend an orientation and planning session in San Francisco with the Authority at the time and place designated by the Authority.
- 2.4.2 Project Management Plan.** Within five (5) calendar days of the contract effective date, the Contractor shall submit a complete Project Management Plan (Plan) for the Authority's written approval. Beginning with the assumption of responsibility for administration of Emergency Housing Vouchers responsibility effective no later than July 1, 2021. The Plan shall document program deliverables and will be used to manage, track, and evaluate the Contractor's performance in accordance with programmatic requirements and industry best practices. The Plan shall more specifically address the functions listed within Section 2.0. The Plan will include:
- 2.4.2.1 Project Schedule Milestones.** The Contractor will propose appropriate milestones for the duration of the contract, with the schedule expressed in calendar dates.

**2.4.2.2 Resources.** The Plan will include a description of resources necessary to accomplish the functions and tasks listed in Section 2.0.

**2.4.2.3 Staffing Plan.** The Plan will describe all positions, titles, and functions to be used throughout the course of the contract. The Staffing Plan shall identify all known staff members and the plan to fill staffing gaps. For known staff members, the plan will describe the major tasks to be performed, their level of employment (staff, supervisor, manager, etc.) and the percentage of time each will devote to the contract.

**2.4.2.4 Administrative Errors.** The Plan will include a process that will be followed when an administrative error is determined, including a definition of what will be considered an Administrative Error. The Plan must include the timeframe in which the error will be resolved and how the Authority will be reimbursed for the administrative error or not charged for the resolution of the error.

**2.4.3 Hiring and training of staff needed to operate the program.** Contractor will hire qualified staff for all positions. All hires are to be provided all necessary training by the Contractor at the expense of Contractor and ready to perform on the effective date of the Contract.

**2.4.4 Updates to Administrative Plan for the EHV Program.** The Authority has a current Administrative Plan and some amendments to the plan are under consideration. The Contractor shall prepare recommendations to the CEO or their designee to revise and update the current Administrative Plan, and portions of the public housing Admissions and Continued Occupancy Policy related to eligibility and the wait list, as appropriate, taking into account changes in Federal policy regulations, local and state law, the Authority' goals/policies and the performance standards and measures established under this contract.

**2.4.5 Providing supplemental program assistance as needed to maintain a broad range of housing opportunities at current participation levels for families assisted by the EHV programs, including housing in neighborhoods with low concentrations of poverty.** This includes outreach to owners of rental housing by townhall style meetings, accepting invitations to attend pre-approved panel discussions at community events and mailings to inform them about the advantages of participating in the program, in particular, and of improvements to program operations being implemented under the contract. It also includes counseling families on housing opportunities in a broad range of neighborhoods and providing families with assistance in searching for housing and persuading owners to participate in the program.

**2.4.6 Management Information System.** The Authority currently uses Emphasys Elite® software for management of the HCV program. Contractor must have working knowledge of all Emphasys Elite® HCV modules installed by the Authority. Other software being used by the Authority includes, but is not limited to, Microsoft Dynamics CRM, KnowledgeLake, Sharepoint, GoSection8, IQM, and Arriet.

**2.5 Functional Areas.** The operation of the EHV program requires the performance of all

core functions in conformance with programs regulations, guidance and directives contained in the CFR and program handbooks, notices, local and state laws, industry best practices, and other policy documents. The following is a list of functional areas with a non-exhaustive listing of work to be performed in each area. Performance standards for these functional areas are given within the following Section 2.6, herein. The Authority may also request assistance in the administration of the traditional Housing Choice Voucher Program as needed through task order for any or all of the same core functions listed below for the EHV program.

- 2.5.1 EHV Admissions.** In accordance with the Authority's Administrative Plan and HUD rules and regulations the Contractor will: Maintain a EHV waiting list as needed, update and purge the list as appropriate, open and close waiting list(s), accept referrals for EHV's, properly admit applicants to the program, manage informal reviews of denial determinations, complete full intake functions and perform initial verification of eligibility. The Contractor will also be required to manage all portability functions and coordinate with the Authority and Finance Consultant to ensure proper billing and receipt of accurate and timely payments from initiating Public Housing Agencies. The Contractor will be responsible for tracking each voucher individually to ensure that all HUD requirements are met.
- 2.5.2 EHV Continued Occupancy Functions.** The Contractor will, at times appropriate and in accordance with the Authority's Administrative Plan, and HUD rules and regulations, perform periodic verification of income and family composition, and calculation of tenant rent and HAP payments. The Contractor will perform timely and accurate completion of landlord requested rent increases and will facilitate and process any transfers or moves.
- 2.5.3 Tenant Briefings.** The Contractor will perform all briefings, including both initial briefings of newly selected participants in all programs and appropriate briefings of existing participants as needed to assure that participants are informed of any program changes and are supported in successful program participation.
- 2.5.4 Customer Services Center.** The Contractor will establish a Customer Services Center in San Francisco, accessible by public transportation. The Contractor will also establish a Customer Service Call Center and use Customer Relations Management (CRM) system to track inquiries and resolutions of issues. Both will be operational Monday – Friday during normal business hours and will serve clients, landlords and members of the public.
- 2.5.5 Representation.** The Contractor will assign a supervisory or managerial representative at each public meeting of the Authority's Board of Commissioners to receive and respond to complaints and inquiries of the public.
- 2.5.6 Hearings Process Administration.** The Contractor will establish and operate an informal hearing process to consider all participant grievances in accordance with the Authority's HCV Administrative Plan and will make recommendations for appropriate revisions as needed. The Contractor will be responsible for coordinating and facilitating hearings, obtaining hearing officers, and ensuing implementation of decisions.

- 2.5.7 Reasonable Accommodations.** The Contractor will be responsible for timely review and response to all reasonable accommodation requests in accordance with local, state, and federal regulations and in adherence to all Authority governing policy documents including, but not limited to the ACOP and the HCV Administrative Plan.
- 2.5.8 Family Payment Standards.** The Contractor will administer the program making all determinations according to the Authority's HCV Administrative Plan and will recommend appropriate adjustments to the Family Payment Standards.
- 2.5.9 Inspections Functions.** The Contractor, or its subcontractor, will perform initial, special, annual and/or biennial inspections of units according to HQS or any successor standard of the HCV program, and will complete any follow-up enforcement measures.
- 2.5.10 Rent Reasonableness.** The Contractor will evaluate and make a determination of requested rents in comparison with unassisted rents in the market area. (Note: The Authority is currently under contract with GoSection8.com for rent reasonableness studies. The Contractor will maintain or procure the same or equal service to evaluate and make determinations of rent reasonableness. Any procurement of software or subconsultants by the Contractor is subject to the Authority's written approval.) Contractor will make periodic reviews and recommend the revision of allowances for tenant-paid utilities as appropriate.
- 2.5.11 Owner Outreach and Housing Opportunity Counseling.** The Contractor will perform activities to expand the participant's range of locational choices and reduce the concentration of assisted families in areas with high concentrations of low-income households. In addition, the Contractor will perform activities in-person, virtually and via mailing and online to educate and engage existing landlords around new policies and practices.
- 2.5.12 Financial Management and Reporting.** Financial management and reporting are contracted to a Financial Consultant. The selected Contractor will be responsible for the following: provide accurate participant and financial data and reports in the Elite system (or such other financial management system that may be procured by the Authority) as requested by the Authority and/or the Financial Consultant for the monitoring and reporting of the EHV program, preparation of EHV programs year-end audit, the preparation of Annual Authority EHV operating budget(s), and accurate data for Voucher Management System (VMS) reporting. The Contractor will support the Authority and Financial Consultant to gather and ensure data is accurate for the issuance of 1099s to property owners.
- 2.5.13 Authority Policy Documents.** The Contractor will, at least annually, by March 1 of every year, or as required by the Authority, review and make appropriate recommendations for revision, in writing, of the Authority's HCV Administrative Plan and portions of the public housing ACOP related to eligibility and the wait list.

**2.5.14 Program Performance Reporting.** The Contractor must provide the Authority with all programmatic reports. The Contractor must also collaborate with the third-party HCV administrator to finalize the SEMAP certification.

**2.5.15 HUD/EIV Systems.** HUD plans to leverage PIC-NG, the new information technology platform to collect EHV tenant information as opposed to using the existing legacy IMS/PIC system. The contractor will utilize this system, or any other system required by HUD, for timely and accurate submissions of form 50058 for each participant family. The Contractor will utilize the HUD Enterprise Income Verification (EIV) reports and resolve: (1) deceased tenants reports, (2) multiple subsidy report, (3) identity verification report, (4) immigration report, (5) new hires report, (6) income verification tool and other reports deemed necessary by Authority or HUD.

**2.5.16 Quality Control.** The Contractor will perform all quality control functions and related tasks, in accordance with program requirements and ensure accurate and complete processing of all actions of the EHV program.

**2.5.17 Limited English Proficiency (LEP).** The Contractor will provide language translation services in accordance with the Authority's LEP Plan to Authority clients with limited English proficiency and maintain a record of participants requiring written or spoken translation services both in writing and electronically and be prepared to report out on relevant statistical data.

**2.5.18 Applications for Additional Funds.** During the contract period, it is possible that HUD will publish Notices of Funding Availability for new increments of additional EHV's. The Contractor shall prepare timely recommendations to Authority for applications to be submitted to HUD for such additional funding or similar program funds.

**2.5.19 City and County of San Francisco Coordination.** The Authority partners with the City and a variety of local non-profit and community-based providers to implement several local initiatives benefiting the community and has established a relationship with the local Continuum of Care to implement the new EHV program. The Contractor will be expected to support these efforts by attending meetings, providing data and recommendations in alignment with HUD regulations and industry best practices. Further, the Contractor will be expected to collaborate with City and a variety of local non-profit and community-based providers to implement the EHV program, including accepting referrals, providing data and tracking participant success.

## **2.6 Performance Standards.**

**2.6.1 Ongoing Program Operation.** The Contractor shall ensure the following:

**2.6.1.1** HUD has made available additional placement fees for any EHV family placed under HAP contract no later than November 1, 2021, and January 1, 2022. The Authority's goal is to place 75% of vouchers under contract by November 1, 2021, and 100% by January 1, 2022.

- 2.6.1.2** At least 98% of all new admissions into the EHV program are in accordance with the Authority's Administrative Plan and HUD rules and regulations.
- 2.6.1.3** At least 98% of re-examinations are completed not more than 12 months after last re-examination. Reexamination shall include determination of eligibility for continuing assistance, accurate recalculation of tenant payments (including correct voucher sizes, payment standards and utility allowances), approval (or termination) of assisted units, timely completion of owner requests for rent increase and tenant interim reexaminations. Notice of any change in tenant rent shall be given in writing at least 30 days in advance of effective date of change.
- 2.6.1.4** The electronic transfer of HUD form 50058 for each participant family into PIC-NG (or any other system required by HUD) with no errors, on a monthly basis, at a rate of 95% or more, as required by HUD. On a monthly basis, the Contractor will run and resolve the following EIV reports: (1) deceased tenants reports, (2) multiple subsidy report, (3) identity verification report, (4) immigration report, (5) new hires report, (6) income verification tool and (7) other reports deemed necessary by the Authority or by HUD to insure the integrity of the program.
- 2.6.1.5** The contractor shall ensure timely resolution to inquiries from participants and the public by ensuring e-mails and in-person interactions are responded to within one business day, phone calls within two business days, and letters are responded to within three business days. The contractor will be responsible for tracking all client interactions in the CRM and reporting to the Authority.
- 2.6.1.6** 98% of HAP payments are paid by the 5th day of each month. 98% of new owners are paid within 30 days of HAP contract execution. Any retroactive payments adjustments more than 60 days will require written justification and submission to the Authority for approval.
- 2.6.1.7** Voucher Payment Standard is reviewed at least annually and revised if the Contractor determines that more than 10% of voucher recipients are paying more than 40% of income for rent in addition to HUD-published Fair Market Rent. The revision is posted at least thirty (30) days prior to initiation and must be approved by the Board.
- 2.6.1.8** At least 98% of HQS inspections are completed timely per HUD rules and regulations, and the Authority's Administrative Plan and entered into the electronic system of record within 24 hours.
- 2.6.1.9** At least 99% of HQS Enforcement inspections are completed within the required timeframes and entered into the electronic system of record within twenty-four (24) hours.

**2.6.1.10** At least 99% of units pass HQS inspection on or before the beginning date of the assisted lease and HAP contract effective date.

**2.6.1.11** Data is to be provided timely to the Authority and the Finance Consultant for the preparation of the monthly VMS reporting.

**2.6.1.12** Monthly reports are to be prepared as requested by the Authority, the City, the Board, and HUD. In addition to the requirements for monthly reporting, additional performance measures may be required and should be reported on monthly. Performance measures will be revisited after September 2021 to identify any additional measures needed.

**2.6.2 Independent Public Accountant (IPA) Single Audit.** The Contractor will be required to:

**2.6.2.1** Prepare responses for Authority and coordinate with the IPA Single Audit firm and the Financial Consultant to provide required documentation during annual audit periods.

**2.6.3 Quality Control.** The Contractor will be required to implement a system for quality control sampling and report to Authority staff monthly and Board quarterly. Units newly leased up or recertified during all performance periods of the contract must meet the following standards:

**2.6.3.1** 99% of families selected for participation are selected in accordance with Federal/local preference system, as established in the revised Administrative Plan.

**2.6.3.2** Income verification is complete and in the file for 98% of certified/recertified families.

**2.6.3.3** No more than 5% errors in tenant rent calculation.

**2.6.3.4** Documentation of accurate rent reasonableness is in file for all units under HAP contract.

**2.6.3.5** Demonstrate 98% passing rate from quality control inspections of a unit with a failed and passed inspection results.

**2.6.3.6** The Contractor will review 5% of calls and e-mails with participants and the public to ensure clear, concise and appropriate assistance was provided.

**2.6.4 Financial Management.** The Contractor will:

**2.6.4.1** Assist the Authority and Financial Consultant in providing required data by the date requested so that the Authority and Financial Consultant can prepare monthly reports by program of leasing and funds analysis.

- 2.6.4.2** Monthly and as necessary, provide necessary data as requested by the Authority Finance staff and the Finance Consultant to enable them to prepare and update of leasing projections and costs throughout the year.
- 2.6.4.3** Maintain program records for audit purposes, compliance, and HUD reviews, etc.
- 2.6.4.4** Monitor the EHV budget as it pertains to the Contractor's operation of the EHV program. Contractor is not responsible for preparing and maintaining the Authority's budget for central office or direct EHV program expenses.
- 2.6.4.5** Provide data as requested by the Authority and Financial Consultant to enable them to complete accurate HUD reporting relating to the EHV program.

## **2.7 Contract Administration Data.**

### **2.7.1 Conduct of Work.**

- 2.7.1.1** The Authority's Contracting Officer (CO) will be designated at contract award.
- 2.7.1.2** The Contractor's work hereunder shall be carried out under the terms and conditions of the contract.

### **2.7.2 Ongoing Program Operation.**

- 2.7.2.1** The CO will provide technical direction on contract performance. Technical direction includes:
  - 2.7.2.1.1** Direction to the Contractor as to which areas the Contractor is to emphasize or pursue.
  - 2.7.2.1.2** Comments on the approval of reports or other deliverables.
- 2.7.2.2** The CO does not have the authority to issue technical direction that:
  - 2.7.2.2.1** Institutes additional work outside the scope of the Contract.
  - 2.7.2.2.2** Constitutes a change as defined in HUD Procurement Handbook, 7460.8 REV 2.
  - 2.7.2.2.3** Causes an increase or decrease in the estimated cost of the contract.
  - 2.7.2.2.4** Alters the period of performance.
  - 2.7.2.2.5** Changes any of the other express terms or conditions of

the contract.

**2.7.2.3** Technical direction must be within the contract, Statement of Work.

**2.7.2.4** Technical direction will be issued in writing by the Chief Executive Officer (or his/her designee) or confirmed by him or her in writing within five (5) calendar days after verbal issuance.

**2.8 Key Personnel during any period of transition.** The personnel specified in the Contractor's proposal shall be considered essential to the work being performed under this contract. Prior to assigning any of the specified individuals to other projects, the Contractor shall notify the CO in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit the evaluation of the impact on the program. No deviations of the staffing standard shall be made by the Contractor without the written consent of the CO, provided, that the CO may ratify in writing such diversion and such ratification shall constitute the consent of the Authority. The Schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. Please refer to Section 2.4.2.3. Staffing Plan.

**2.9 San Francisco Minimum Wage Ordinance.** The Contractor is required to fully comply with the San Francisco Minimum Wage Ordinance. Information on the ordinance can be found at: <https://sfgov.org/olse/minimum-wage-ordinance-mwo>.

**2.10 Emphasys Elite®.** The Authority's HCV program is administered using the Emphasys Elite® software program. The Authority will provide appropriate access under an agreement with the Contractor. Any modifications to the existing Elite system requested by the Contractor will be paid for by the Contractor with no expectation for reimbursement.

**2.11 Previous/Current Contractor(s).** No previous contractor(s). Administration of EHV's is a new program established in 2021. As such, the Authority has not previously contracted with a third-party for their management.

### **3.0 PROPOSAL FORMAT.**

**3.1 Tabbed Proposal Submittal.** The Authority intends to retain the Contractor pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that the Authority will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the Authority can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. Each category must be tabbed and separated by numbered index dividers allowing each section to be located without opening the proposal and labeled with the corresponding tab referenced within the sections noted below. None of the proposed services may conflict with any requirement the Authority has published herein or has issued by addendum.

RFP Section	Tab No.	Description
3.1.1	1	<b>Form of Proposal.</b> This Form is attached hereto as Attachment A to this RFP. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	2	<b>Form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract.</b> This Form is attached hereto as Attachment B to this RFP. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.3	3	<b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as Attachment C to this RFP. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.4	4	<b>Proposed Services.</b> The proposer shall place under this tab documentation further explaining the proposer’s services and showing how the proposer intends to fulfill the requirements of the preceding Section 2.0 herein, including, but not limited to:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer’s <b>DEMONSTRATED UNDERSTANDING</b> of the <b>AUTHORITY’S REQUIREMENTS</b> .
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the <b>QUALITY</b> of the <b>TECHNICAL APPROACH</b> and the <b>SERVICES PROPOSED</b> .
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer’s <b>TECHNICAL CAPABILITIES</b> (describe the anticipated legal issues and how your firm can participate in helping the Authority achieve its goals) and the <b>MANAGEMENT PLAN</b> .
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer’s <b>DEMONSTRATED EXPERIENCE</b> in performing similar work and the proposer’s <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> with the Authority (or similar PHA) of contract work substantially similar to that required by this RFP as verified by reference checks or the information submitted within the proposal.  NOTE: The Authority will place particular emphasis on the proposer’s above described experience and past performance with related-work with Public Housing Agencies.
3.1.4.5		How staff are retained, screened, trained, and monitored.
3.1.4.6		The proposed quality assurance program.
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e., written; fax; internet; etc.).
3.1.4.8		A complete description of the products and services the firm provides.

RFP Section	Tab No.	Description
3.1.5	5	<b>Managerial Capacity/Financial Viability/Staffing Plan.</b> The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).
3.1.6	6	<b>Client Information.</b> The proposer shall submit a list of a minimum of three (3) former or current clients, including Public Housing Agencies, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's point of contact name;
3.1.6.3		The client's point of contact telephone number and e-mail address;
3.1.6.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.
3.1.7	7	<b>Equal Employment Opportunity/Supplier Diversity.</b> The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
3.1.8	8	<b>Subcontractor/Joint Venture Information (Optional Item).</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	9	<b>Section 3 Business Preference Documentation (Optional Item).</b> For any proposer claiming a Section 3 Business Preference, the proposer shall include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form under this tab.
3.1.10	10	<b>Other Information (Optional Item).</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Authority in its evaluation.
3.1.11		<b>Optional Tabs.</b> If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs if no information is being submitted.

**3.2 Entry of Proposed Fees.**

**3.2.1** The proposed fees (Pricing Items) shall be submitted by the proposer and received by the Authority where provided for within the Marketplace only. Do not submit, enter, or refer to any fees or costs within the 10-tab proposal submittal detailed within the preceding Section 3.0 herein—any proposer that does so may be rejected without further consideration.

**3.2.2 Pricing Items.** Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs that the successful proposer will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead (including the cost of office space for the second and additional contract years); profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically agreed to by the Authority; etc.:

RFP Section	Pricing Item No.	Qty - U/M	Description
3.2.2.1	1	1	<b>Proposed price per New Admission.</b> The Contractor will be required to process all new admissions to the EHV program.
3.2.2.2	2	1	<b>Proposed price per Issuance of Voucher.</b> The Contractor will be required to process all issuance of vouchers to the EHV program.
3.2.2.3	3	1	<b>Proposed price per HQS Inspection.</b> The Contractor will perform initial, special, annual and/or biennial inspections of units according to HQS or any successor standard of the HCV program, and will complete any follow-up enforcement measures.
3.2.2.4	4	1	<b>Proposed price per Annual Reexamination.</b> The Contractor will be required to verify family composition and income annually through the annual reexamination process.
3.2.2.5	5	1	<b>Proposed price per Interim Reexamination.</b> The Contractor will be required to verify family composition and income conducted when a tenant experiences a change in income or family composition between annual recertifications, or any other change that may require an interim reexamination.
3.2.2.6	6	1	<b>Proposed price per End of Participation.</b> The Contractor will be required to process all end of participations to the EHV program.
3.2.2.7	7	1	<b>Proposed price per Other Change of Unit.</b> The Contractor will be required to process all moves and other change of units of EHV program participations.
3.2.2.8	8	1	<b>Proposed price per Portability Move Out/Move in.</b>

RFP Section	Pricing Item No.	Qty - U/M	Description
			The Contractor will be required to process all portability moves to the EHV program.
3.2.2.9	9	1	<b>Proposed price per FSS/WtW Addendum Only.</b> The Contractor will be required to process all FSS related actions to the EHV program.
3.2.2.10	10	1	<b>Proposed price per Expiration of Voucher.</b> The Contractor will be required to track all vouchers according to HUD regulations and the Authority's Admin Plan and will be required to expire vouchers are required.
3.2.2.11	11	1	<b>Proposed price per Historical Adjustments/Voids.</b> The contractor will be required to perform any actions necessary to ensure that HUD 50058 forms and any subsequent forms are accepted into PIC-NG or any other system as required by HUD.
3.2.2.12	12	1	<b>Proposed price to Operate the Customer Service line.</b> The Contractor will establish a Customer Service Center in San Francisco, accessible by public transportation. The contractor must establish a Customer Service Call Center and use Customer Relations Management (CRM) system to track inquiries and resolutions of issues. Both will be operational Monday – Friday during normal business hours and will serve clients, landlords and members of the public. The Contractor must be able to assist all customers related to the EHV program.

**3.3 Additional Information related to the Pricing Items.**

**3.3.1 Quantities.** All quantities entered by the Authority herein (especially within the preceding table) and within the corresponding Pricing Items within the Marketplace are for calculating purposes only. As may be further detailed herein, the Authority does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP.

**3.3.2 Entry of Proposed Prices Per Item.** Proposers must enter a realistic and reasonable price per item as detailed within the preceding table herein. Whereas no additional proposed fees can or will be received after the proposal submittal deadline, any proposer that does not comply with this requirement may, and probably will, be rejected without further consideration.

**3.3.2.1 Review the Entry of Proposed Fees.** The Authority strongly recommends that each proposer, after entry of the proposed fees within the Marketplace, print the receipt provided and review the entry to ensure that the proposer has entered the proposed price correctly. The Marketplace will allow the proposer to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry. The proposer will NOT be able to correct this entry after the posted deadline has expired, which means that the Authority will

utilize such entry to assign the points pertaining to Evaluation Factor No. 1 detailed in Section 4.1.

**3.3.2.2 No Post-submittal Deadline Corrections Allowed.** The Authority WILL NOT, after the submittal deadline, negotiate an increase to price that was proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic price for all pricing items identified within the preceding table.

**3.3.2.3 Determination of the Calculated Cost.** After a proposer has entered where provided within the Marketplace his/her proposed cost for the Pricing Item, the Marketplace will automatically multiply the proposed price per item by the listed quantity. The total calculated sum shall be the sum that the Authority will utilize to determine the points assigned for cost as identified for Evaluation Factor No. 1 in Section 4.0.

**3.3.2.4 No Deposits/No Retainer.** The Authority will NOT pay any deposits or retainer fees as a result of award of the ensuing contract (such is not allowed per relevant HUD regulation). This means that the Authority will pay the successful proposer(s) for actual services provided only at the rate proposed and accepted by the Authority.

**3.3.3 Potential Escalation of Rates.** There shall not be any escalation of the proposed rate accepted by the Authority during the term(s) of the ensuing contract except as otherwise provided within Table No. 6 wherein it is described how the proposer may propose and escalated cost for each listed contract year.

**3.3.4 Prior Authority Approval Required.** Please note that the Contractor shall NOT conduct any additional work without the prior written authorization of the Authority representative (via delivery of a Task Order, which may take the form of an e-mail). Failure to abide by this directive shall release the Authority of any obligation to pay the Contractor for any such additional work conducted without the noted prior written authorization.

**3.3.5 No Travel Expense.** The Authority will NOT pay for any travel expenses.

**3.3.6 No Training Expenses.** The Authority will NOT pay for Contractor employees to be trained. All training will be the responsibility of the Contractor.

**3.4 Proposal Submission.** Pricing and all parts of the proposal must be entered electronically where provided within the Marketplace website no later than the submittal deadline stated herein (or within any ensuing addendum).

**3.4.1 Submission Conditions.** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Authority by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the Authority decides that any such entry has not changed the intent of the proposal that the Authority intended to receive, the Authority may accept the proposal and the

proposal shall be considered by the Authority as if those additional marks, notations, or requirements were not entered on such. By accessing the Marketplace, registering, and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the Authority delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

**3.4.2 Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Authority, including the RFP, the documents listed within the following Section 3.8 herein, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the Authority requirements contained within the documents may cause that proposer to not be considered for award.

**3.5 Proposer's Responsibilities – Contact with the Authority.** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process only to the Authority Contact Person. Proposers must not make inquiry or communicate with any other Authority staff member or official (including members of the Board, Officials of the City, or Board of Supervisors) pertaining to this RFP. Failure to abide by this requirement may be cause for the Authority to not consider a proposal submittal received from any proposer who may not have abided by this directive.

**3.5.1 Addenda.** All questions and requests for information must be addressed in writing to the Authority Contact Person listed (refer to Page 3). The Authority Contact Person will respond to all inquiries in writing by addendum to all prospective proposers (i.e., firms or individuals that have obtained the RFP). During the RFP process, the Authority Contact Person will NOT conduct any *ex parte* (a substantive conversation – "substantive" meaning, when decisions pertaining to the RFP are made – between the Authority and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not communicate with the Authority Contact Person – it means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the Authority Contact Person may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the Authority Contact Person may more fairly respond to all prospective proposers in writing by addendum.

**3.6 Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Authority have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**3.6.1 2 CFR §200.321 states:**

- 3.6.1.1** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- 3.6.1.2** The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 3.6.1.3** Affirmative steps must include:
  - 3.6.1.3.1** (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 3.6.1.3.2** (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - 3.6.1.3.3** (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
  - 3.6.1.3.4** (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
  - 3.6.1.3.5** (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Authority of the Department of Commerce; and
  - 3.6.1.3.6** (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**3.6.2 HUD Procurement Handbook 7460.8 REV 2 states:**

- 3.6.2.1 Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the [Authority] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Authority] contracting.
- 3.6.2.2 Section 15.5.B, Goals.** The [Authority] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and shall not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies

or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**3.6.3** The Authority's **Procurement Policy** states the Authority will provide:

**3.6.3.1 Assistance to Women Businesses Enterprises (WBE), Small Business Enterprise (SBE) AND Minority Businesses Enterprises (MBE).**

**3.6.3.1.1 Required Efforts.** Consistent with Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that WBE's, SBE's and MBE's, labor surplus area businesses, and individuals or firms located in or owned in substantial part by persons residing in the area of an Authority development are used when possible.

**3.6.3.1.2 Goals.** The Board has established the goal of a 20% aggregate involvement of bona-fide MBE's and WBE's in construction contracts and procurement activities. The Authority staff will provide documentation of the outreach efforts to meet the goal in the file for each contract procurement.

**3.6.3.1.3 Outreach.** The Board's goal is that contractors and vendors doing business with the Authority reflect the diversity of the residents. For each procurement, maximum outreach will be made into the WBE and MBE community. When appropriate, proposal evaluations will provide additional consideration for offerors providing a higher level of WBE or MBE participation or a higher level of resident employment.

**3.6.4 Requirements.** Accordingly, please see Section 3.1.7 which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations and with the information detailed within Attachment H, attached hereto. Also, prior to execution of the contract, the Authority will require the successful proposer to complete several forms pertaining to the firm's current status and intended goals pertaining to this issue.

**3.7 Pre-proposal Conference.** The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. We expect the Pre-proposal Conference to last approximately one hour. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP so that the proposer feels confident in submitting an appropriate proposal; therefore, at this conference the Authority will conduct an overview of the RFP, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP, we encourage attendees to bring

a copy of the RFP to this conference, as the Authority will not distribute any copies of the RFP documents at this conference.

**3.8 Recap of Attachments.** It is the responsibility of each proposer to verify that it has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

RFP Section	Document No.	Attachment	Description
3.8.1	1.0		This RFP Document
3.8.2	2.0	A	Form of Proposal
3.8.3	3.0	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
3.8.4	4.0	C	Profile of Firm Form
3.8.5	5.0	D	Section 3 Form Submittal Form
3.8.5.1	5.1	D-1	Section 3 Explanation
3.8.6	6.0	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
3.8.7	7.0	F	<i>Supplemental Instructions To Proposers &amp; Contractors (SIPC)</i>
3.8.8	8.0	G	Sample Contract Form (please note that this contract and the listed appendices are being given as a sample only—the Authority reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Authority feels it is in its best interests to do so)
3.8.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
3.8.8.2	8.2	G-2	Sample Contract Appendix No. 2: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Authority anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.8.8.3	8.3	G-3	Sample Contract Appendix No. 3: Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.8.8.4	8.4	G-4	Sample Contract Appendix No. 4: <i>Section 3 Plan</i>
3.8.9	9.0	H	<i>Authority Resolution No. 4967, Resolution establishing</i>

RFP Section	Document No.	Attachment	Description
			<i>a goal of hiring resident of San Francisco Public Housing to constitute at least twenty-five percent (25%) of the total workforce for certain types of contracts perform by the Housing Authority.</i>

**4.0 PROPOSAL EVALUATION.**

**4.1 Evaluation Factors.** The following factors will be utilized by the Authority to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal and on-line (specifically, the pricing submitted online).

No.	Max Point Value*	Factor Type*	Factor Description*
1	20 points	Objective	The <b>PROPOSED COSTS</b> submitted by the proposer.
2	10 points	Subjective (Technical)	The proposer’s <b>DEMONSTRATED UNDERSTANDING of the AUTHORITY’S REQUIREMENT.</b>
3	10 points	Subjective (Technical)	The <b>QUALITY</b> of the <b>TECHNICAL APPROACH</b> and the <b>SERVICES PROPOSED.</b>
4	15 points	Subjective (Technical)	The proposer’s <b>TECHNICAL CAPABILITIES</b> (in terms of personnel) and the <b>MANAGEMENT PLAN</b> (including the ability to provide the services detailed herein).
5	40 points	Subjective (Technical)	The proposer’s <b>DEMONSTRATED RELEVANT EXPERIENCE</b> in performing similar work and the proposer’s <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE WITH THE AUTHORITY or similar PHA</b> (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or the information submitted within the proposal. <b>NOTE:</b> The Authority will place particular emphasis on the <b>DEMONSTRATED EXPERIENCE</b> and <b>PAST PERFORMANCE</b> of the key staff identified within the proposal submittal.
6	5 points	Subjective (Technical)	The <b>OVERALL QUALITY, ORGANIZATION,</b> and <b>PROFESSIONAL PRESENTATION OF THE PROPOSAL SUBMITTED,</b> based upon the opinion of the evaluators.
	100 points		<b>Total Points (other than preference points)</b>
<p><b>*NOTE:</b> Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within its proposal.</p>			

**4.1.1 Preference Evaluation Factor.** The following factors will be utilized by the CO to evaluate each proposal submittal received:

No.	Max Point Value	Factor Type	Factor Description
7	15 points	Objective	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION.</b> A firm may qualify for Section 3 status as detailed within Attachments D and D-1 ( <b>NOTE: A max of 15 preference points may be awarded</b> ).
7a	15 points		<b>Priority I, Category 1a.</b> Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
7b	13 points		<b>Priority II, Category 1b.</b> Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
7c	11 points		<b>Priority III, Category 2a.</b> Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
7d	9 points		<b>Priority IV, Category 2b.</b> Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
7e	7 points		<b>Priority V, Category 3.</b> Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
7f	5 points		<b>Priority VI, Category 4a.</b> Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.
7g	3 points		<b>Priority VII, Category 4b.</b> Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
	<b>115 points</b>	<b>Total Possible Points (including preference points)</b>	

**4.2 Evaluation Method.**

- 4.2.1 Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).
- 4.2.2 Evaluation Packet.** An evaluation packet will be prepared for each evaluator, including the following documents:

- 4.2.2.1 Instructions to Evaluators;
- 4.2.2.2 Proposal Tabulation Form;
- 4.2.2.3 Written Narrative Form for each proposer;
- 4.2.2.4 Recap of each proposer’s responsiveness;
- 4.2.2.5 Copy of all pertinent RFP documents.

**4.2.3 Evaluation Committee.** The Authority anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within the preceding Section 3.5 of this document, the designated CO is the only person at the Authority that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

**4.2.4 Evaluation.** The CO will evaluate and award points pertaining to Evaluation Factors No. 1 and 7 (the “Objective” Factors). The appointed evaluation committee (Committee), independent of the CO or any other person at the Authority, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 2, 3, 4, 5 and 6 (the “Subjective” Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

**4.2.4.1 Points Awarded Range.** Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFP are shaded—please also see the Evaluation Factors detailed within the preceding Section 4.1):

Subjective Points Awarded Range			
Classification*	Rating	%	100**
Acceptable	Excellent	95%/+	95-100
Acceptable	Very Good	90%/+	90-94
Potentially Acceptable	Good	80%/+	80-89
Potentially Acceptable	Average	70%/+	70-79
Unacceptable	Poor	<70%	0-69

Notes:

\*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

\*\*Total available points to be awarded, including cost points, minus preference points.

**4.2.5 Potential "Competitive Range" or "Best and Finals" Negotiations.** The Authority reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a

“Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the Authority in as timely a manner as possible, but in any case within no longer than 5 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

**4.2.6 Determination of Top-ranked Proposer.** Typically, the subjective points awarded by the Committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the CEO for approval. If the evaluation was performed to the satisfaction of the CEO, the final rankings may be forwarded to the Authority’s Board at a scheduled meeting for approval. Contract negotiations may, at the Authority’s option, be conducted prior to or after the Board approval.

**4.2.6.1 Minimum Evaluation Results.** To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 4.1 herein).

**4.2.6.2 Ties.** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

**4.2.7 Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

**4.2.7.1** Which proposer received the award;

**4.2.7.2** Where each proposer placed in the process as a result of the evaluation of the proposals received;

**4.2.7.3** The cost or financial offers received from each proposer;

**4.2.7.4** Each proposer’s right to a debriefing and to protest.

**4.2.8 Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Authority Committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Authority Committee.

## **5.0 CONTRACT AWARD.**

**5.1 Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

**5.1.1** By completing, executing and submitting a proposal, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Authority, either in hard copy or on the Marketplace” including the contract clauses already attached as Attachments G and G-1 through G-4, each attached hereto. Accordingly, the Authority has no responsibility to, and most likely will not, conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

**5.2 Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this RFP:

**5.2.1 Contract Form.** The Authority will not execute a contract on the Contractor’s form—contracts will only be executed on the Authority form (please see Sample Contract, Attachments G and G-1 through G-4 each attached hereto), and by submitting a proposal the Contractor agrees to do so (please note that the Authority reserves the right to amend this form as the Authority deems necessary). However, the Authority will during the RFP process (prior to the posted question deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the Authority to do so; but the failure of the Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority’s contract form. It is the responsibility of each prospective proposer to notify the Authority, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the Authority’s response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

**5.2.1.1 Mandatory HUD Forms.** Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

**5.2.2 Assignment of Personnel.** The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work.

**5.2.3 Unauthorized Subcontracting Prohibited.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Authority, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

- 5.2.4 Contract Period.** The Authority anticipates that it will initially award a contract for the period of one (1) year with the option, at the Authority's discretion, of four (4) additional one-year option periods, for a total maximum contract period of five (5) years.
- 5.2.5 Pre-qualified List of Vendors.** At any time during the ensuing contract period the Authority may complete award to more than one contractor if the Authority determines that such is in its best interests. The Authority reserves the right to select from a list of pre-qualified vendors. The Authority shall retain full discretion increasing the workload, dividing the workload or decreasing the workload contracted.
- 5.3 License and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the Contractor will be required to provide:
- 5.3.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Worker's compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.3.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, including sexual harassment coverage, naming the SFHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);
- 5.3.3 Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning not greater than 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000);
- 5.3.4 Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.3.5 City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of San Francisco and/or the State of California.
- 5.3.6 Certificates/Profile of Firm Form.** Pertaining to the aforementioned insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies

of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).

- 5.3.7 Right to Negotiate Final Fees.** The Authority shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the Authority's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO, successfully concluded within five (5) business days, the Authority shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The Authority shall also retain the right to negotiate with and make an award to more than one proposer.
- 5.3.8 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws, and regulations.
- 5.3.9 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to the Authority within five (5) business days of notification by the Authority.