

Housing Authority of the City and County of San Francisco

Request for Proposals (RFP) No. 22-020-RFP-004

Finance Operations Consultant Services



1815 Egbert Avenue
San Francisco, CA 94124

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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 governed by a seven-person board of commissioners. 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.

RFP INFORMATION AT A GLANCE

Authority Contact Person	Louis A. White, Procurement Analyst E-mail: RFPprocurement@sfha.org Phone: (650) 356-8350 TDD/TTY: (415) 467-6754
How to Obtain the RFP Documents on the eProcurement Marketplace	<ol style="list-style-type: none"> 1. Access ha.internationaleprocurement.com (no "www"). 2. Click on the "Login" button in the upper left side. 3. Follow the listed directions. 4. If you have problems accessing or registering on the Marketplace, contact customer support at (866)526-9266.
Pre-Proposal Conference	August 12, 2022 @ 1:00pm PT Via teleconference. Teleconference information will be issued in the form of an addendum one week prior to the date of teleconference.
Question Submittal Deadline	August 19, 2022 @ 10:00am PT Questions shall be submitted in writing to RFPprocurement@sfha.org
How to Submit a Response to this RFP	<ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the RFP document, submit proposed pricing where provided within the eProcurement Marketplace only. 2. As instructed within Section 3.0 of the RFP document, submit one (1) electronic "soft copy" via email RFPprocurement@sfha.org, one (1) original signature copy, and three (3) additional "hard copies" to the Authority Administrative Office (see the address following).
Proposal Submittal Return & Deadline	<p>No later than August 26, 2022 @ 2:00pm PT</p> <p>Housing Authority of the City and County of San Francisco Attention: Louis A. White, Procurement Analyst 1815 Egbert Avenue, 3rd Floor, San Francisco, CA 94124</p> <p>Note: Proposed costs MUST be entered within the eProcurement Marketplace only and any "hard copy" documentation must be physically received/time-stamped by the Authority prior to this date/time.</p>

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 10 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 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 Introduction and Background.

2.1.1 Introduction

The Housing Authority of the City and County of San Francisco (Authority) is soliciting requests for proposals (RFP) from qualified firms (Contractor) to provide finance operations consultant services. The Authority has experienced dramatic changes as result of a large Rental Assistance Demonstration Program (RAD) conversion impacting the operation of its Finance Department (FD). The current FD structure and processes have been in place for a number of years, but due to changes in staff, program responsibilities, housing software systems and other factors, the Authority requires an assessment and possible oversight of the FD to identify opportunities for improvement and assist with their implementation. The selected Contractor shall have experience advising and assisting public housing authorities specifically in the areas of finance operations, audit and other related responsibilities.

The Authority intends to select one Contractor(s) to serve as its financial consultant for this work based upon the responses to this RFP. Selection of a Contractor(s) shall in no way commit the Authority to proceed with the any of the tasks listed in Section 2.2 Statement of Required Services, but will allow opportunity for task orders to be assigned under the resulting contract. The Authority and the selected Contractor(s) shall enter into a three-year agreement, with the option for two (2), one (1) year extensions. Under this agreement, the Authority shall issue written task orders for the Contractor(s) to perform on an as-needed basis. Compensation shall be based on a not-to-exceed amount specified in each task order.

This solicitation is subject to the budget and fiscal provisions that the Authority operates under and award of a contract will be subject to funding availability and approval by the Board of Commissioners of the Authority. Interested and qualified Contractors authorized to perform the required services under the applicable laws and can successfully demonstrate its ability to provide finance operations consultant services are invited to submit a proposal.

2.1.2 Agency Information

The San Francisco Board of Supervisors established the Authority in 1938. The Authority is the oldest housing authority in California and the 17th largest in the country. Over the past 25 years, the Authority has been repositioning its public housing assets to private ownership/management. This strategy began with the HOPE VI program and has continued with public housing dispositions using a combination of the RAD program and Section 18 dispositions, and through a local revitalization and replacement initiative known as "HOPE-SF." Since 2015, over 4000 units of public housing have been converted to a Project-based Section 8 model. In the coming years, the Authority intends to complete this transition with the remaining public housing and Mod Rehab portfolio. Currently, the Authority owns and/or manages: three (3) large public housing developments in San Francisco totaling approximately 1200 units of Public Housing. Additionally, there are 328 units of public housing in two (2) privately managed HOPE VI developments. The Authority administers a Housing Choice Voucher program which has absorbed the growth created by the repositioning of public housing and has now grown to approximately 15,000 current units under its annual contributions contract (ACC) with monthly total Housing Assistance Payments (HAP) of just over \$27,000,000.

2.2 Statement of Required Services

Some of the tasks that may be assigned under this project as summarized as follows:

2.2.1 Finance Department Accounting and Consulting Services

- 2.2.1.1** Evaluate FD organizational structure and finance operations in an agency that is transforming and replacing its public housing portfolio into its Housing Choice Voucher (HCV) programs through rehabilitation under the Rental Assistance Demonstration (RAD) program and new construction with RAD, project based voucher and other affordable housing financing.
- 2.2.1.2** Assess staff capacities, needs, and deficiencies required to ensure U.S. Department of Housing and Urban Development (HUD) compliance and performance of responsibilities.
- 2.2.1.3** Identify internal and external solutions for optimal performance of the finance functions, appropriate staffing, correction of deficiencies, and realignment for successful operations.

- 2.2.1.4 Provide training and Standard Operating Procedures (SOP) based on staff capacity needs and HUD requirements.
- 2.2.1.5 Determine best practices for the Authority's finance operations and develop implementation plans for these practices.
- 2.2.1.6 Review and propose revisions to the FD Financial Control Policies and Procedures manual to improve internal controls, all accounting functions, including accounts payable/receivable, reporting accuracy, timeliness, and efficiencies of operations.
- 2.2.1.7 Analyze operating reserves and provide recommendations for adequate levels.
- 2.2.1.8 Provide portfolio analysis and long-term asset management strategies.

2.2.2 Year-End (YE) Close, Reporting to HUD/Real Estate Assessment Center (REAC), and Accounting Services

- 2.2.2.1 Provide General Ledger (GL) accounting assistance for maintenance of GL for all Authority activity.
- 2.2.2.2 Assist with the September 30, YE close(s).
- 2.2.2.3 Develop process for scoring of the Authority's financial i.e., Financial Assessment Subsystem
- 2.2.2.4 (FASS) and management i.e., Management Assessment Subsystem (MASS) ratios.

2.2.3 Independent Public Accountant (IPA) Coordination, Evaluation, and Report

- 2.2.3.1 Provide oversight, best practices, and assistance for the Fiscal Year (FY) 2022 Financial Data Schedule (FDS) submission and any subsequent years as necessary through an extension of the contract.
- 2.2.3.2 Ensure the FY unaudited FDS submission is submitted to REAC by the deadline.

- 2.2.3.3** Assist with the IPA audit activities.
- 2.2.3.4** Assist with the IPA Audit Report's Management Discussion & Analysis (MD&A) section.
- 2.2.3.5** Ensure the IPA audit FDS submission is submitted to REAC by the deadline and that any REAC issues with the submission (and any subsequent REAC alerts) are promptly addressed.
- 2.2.3.6** Assist in corrective actions implementation to address any IPA Audit Findings.
- 2.2.3.7** Evaluate the performance of the IPA and implement the best practice of rotating auditors at least every three years.

2.2.4 Voucher Management System (VMS) for HCV

- 2.2.4.1** Review VMS monthly reporting and annual reconciliation procedures for Housing Assistance Payments (HAP) disbursements and Administration Fees (Admin Fees); provide training and SOP for VMS Specialist and HCV Management Analyst.
- 2.2.4.2** Establish process for coordination between the FD and HCV Department and reporting procedures to estimate and capture all eligible HUD HAP reimbursements and Admin Fees.
- 2.2.4.3** Assist with the preparation and monthly submission of Form HUD-52681-B Voucher for Payment of Annual Contributions and Operating Statement Housing Assistance Payments Program to REAC.

Review the Two-Year Tool (TYT) workflow process and add any additional steps that are needed to incorporate funding notifications received from HUD for RAD, Tenant Protection Vouchers (TPV), Veterans Affairs Supportive Housing (VASH), or other vouchers; also incorporate updates to the listing and schedule for future PBV projects.

2.2.5 Budget and Operating Subsidy (Op Sub) Process

- 2.2.5.1** Ensure that the HUD Op Sub tools, 52722 Operating Fund Calculation of Utilities Expense Level and 52723 Operating Fund Calculation of Operating Subsidy, are completed correctly for

the Authority's Asset Management Projects (AMPs) and submitted to REAC on a timely basis.

- 2.2.5.2** Review and refine the current consolidated, multi-program (i.e., PH, HCV, Capital Fund Program (CFP), COCC, etc.) Budget process.
- 2.2.5.3** Assist with the preparation of Budget projections to confirm the financial viability of the Authority after full conversion of its Public Housing Program to RAD and PBV subsidies.
- 2.2.5.4** Identify improvements to maximize subsidy from all funding sources and provide beneficial allocation of expenditures.

2.2.6 Develop/Refine Program Cost Efficiencies and Staffing Ratios

- 2.2.6.1** HCV Program
- 2.2.6.2** COCC
- 2.2.6.3** Unfunded Pension and Other Liabilities
- 2.2.6.4** Review Authority's Unfunded Pension and Other Liabilities to ensure payment of the current portion of such and assist in the development of a plan to fund the unfunded portion of such.
- 2.2.6.5** Coordinate these activities and plans with the City and County of San Francisco. Financial Management/Reporting Software
- 2.2.6.6** Evaluate the FD's current financial management/reporting software system and make recommendations regarding such to the Authority's Chief Executive Officer and Board. HUD Reviews
- 2.2.6.7** Assist with HUD Review (e.g., The Office of Public and Indian Housing (PIH) Compliance Monitoring Review, Quality Assurance Division (QAD), Quality Assurance Subsystem (QASS), Departmental Enforcement Center (DEC), Office of Inspector General (OIG), etc.) and address/respond to any Review issues.

Any Other Related Tasks for Finance Operations as Assigned

- 2.3 Multiple Awards.** Though the Agency anticipates that it will make award to one firm only, the Agency retains the right to, at any time during the ensuing contract

period(s), complete award to more than one contractor if the Authority determines that such is in its best interests.

2.4 Preparatory Activities.

2.4.1 Post-Award Conference. The Authority anticipates that it will direct the Contractor to, within ten (10) working days of the effective date of the ensuing contract award by the Authority's Board of Directors, attend an orientation and planning session in San Francisco with the Authority's representatives at the time and place designated by the Authority.

2.4.2 Project Management Plan. Within fifteen (15) days of the Contract effective date, the Contractor shall submit a complete Project Management Plan (Plan) for the Authority's approval. 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 will include:

2.4.2.1 Resources. The Plan will include a proposed annual operating budget including a description of resources necessary to accomplish the tasks such as vehicle usage, tech support, etc.

2.4.2.2 Staffing Plan. The Plan will describe all positions, titles and functions to be used throughout the course of the contract.

2.5 Performance Standards.

2.5.1 Ongoing Program Operation. Monthly reports are to be prepared outlining performance and provided to the Authority.

2.5.2 Quality Control. The Contractor(s) will be required to implement a system for quality control sampling and report to Authority staff and Board quarterly.

2.5.3 Financial Management. The Contractor(s) will:

2.5.3.1.1 Maintain program records for audit purposes, compliance, and HUD reviews, etc.

2.5.3.1.2 Provide data as requested by the Authority or Section 8 Contract Administrator to enable them to complete accurate

HUD reporting relating to the HCV program.

2.6 Contract Administration Data.

2.6.1 Conduct of Work.

2.6.1.1 The Authority's Contracting Officer (CO) will be designated at contract award.

2.6.1.2 The Contractor's work hereunder shall be carried out under the terms and conditions of the contract.

2.6.1.3 The Contractor(s) will seek approval from the CO for all expenditures requiring the Authority approval in accordance with the Management Contract

2.6.2 On-going Program Operation.

2.6.2.1 The CO will provide technical direction on contract performance. Technical direction includes:

2.6.2.1.1 Direction to the Contractor as to which areas the Contractor(s) is to emphasize or pursue.

2.6.2.1.2 Comments on the approval of reports or other deliverables.

2.6.2.1.3 Technical direction must be within the contract, Statement of Work. The CO does not have the authority to issue technical direction that:

2.6.2.1.4 Institutes additional work outside the scope of the contract;

2.6.2.1.5 Constitutes a change as defined in HUD Procurement Handbook, 7460.8 REV 2;

2.6.2.1.6 Causes an increase or decrease in the estimated cost of the contract;

2.6.2.1.7 Alters the period of performance; or

2.6.2.1.8 Changes any of the other express terms or conditions of the contract.

2.6.2.1.9 The CO will communicate a response to all Contractor's requests for authorization of expenditures required of the Management Contract.

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

2.7 Key Personnel during any period of transition. The personnel specified in the Contractor's proposal shall be considered to be essential to the work being performed under this contract. Prior to assigning any of the specified individuals to other projects, the Contractor(s) 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.

2.7.1 San Francisco Minimum Wage Ordinance. The Contractor is required to fully comply with the San Francisco Minimum Wage Ordinance. As of July 1, 2022, the San Francisco minimum wage will be \$16.99/hour. Information on the ordinance can be found at:

<https://sfgov.org/olse/minimum-wage-ordinance-mwo>

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.

[Table No. 2]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This Form is attached hereto as Attachment A to this RFP. This 3-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	form HUD-5369-C (8/93), Certifications and Representations of Offerors, Non-Construction Contract. 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	Profile of Firm Form. 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	Proposed Services. 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		The proposed quality assurance program.
3.1.4.2		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.).
3.1.4.3		A complete description of the products and services the firm provides.
3.1.4.4		A copy of current unqualified peer review report resulting from the American Institute of CPAs external peer review process.

RFP Section	Tab No.	Description
3.1.5	5	<p>Managerial Capacity/Financial Viability/Staffing Plan. 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:</p>
3.1.5.1		<p>The proposer’s qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart); The strengths of assigned team members as well as their years of prior experience in the public sector audit services, particularly with public housing agencies and type of engagement.</p> <p>NOTE: If the firm does not have relevant experience in public sector audit services, the proposal shall specify that the firm has identified a firm with the applicable expertise/specialty to affiliate with to assist with this engagement and provides the affiliate firm's qualifications, background and experience.</p>
3.1.6	6	<p>Client Information. The proposer shall submit a list of former or current clients, including Public Housing Authorities, for whom the proposer has performed similar or like services to those being proposed herein. The proposer must demonstrate experience in working with other agencies similar in size to that of the Authority. The proposer must demonstrate your firm's experience in jobs similar in scope and complexity as described in the solicitation within the last three years.</p> <p>Provide at least three references for the most recent jobs that are similar, particularly with public sector entities.</p> <p>The listing shall, at a minimum, include:</p>
3.1.6.1		The client’s name;
3.1.6.2		The client’s point of contact (POC) name and title;
3.1.6.3		The client’s POC 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	<p>Equal Employment Opportunity/Supplier Diversity. 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).</p>

RFP Section	Tab No.	Description
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item). 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	Section 3 Business Preference Documentation (Optional Item). 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	Other Information (Optional Item). 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	11	The SFHA will calculate and fill in the items for the firm’s fees based on the fees proposed by the firms.
3.1.12		Optional Tabs. 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.
3.1.13		Proposal Submittal Binding Method. It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the Authority can, if needed, remove the binding (i.e. “spiral-type” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

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 “hard copy” 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; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel

expenses; document copying not specifically agreed to by the Authority; etc.

3.3 Pricing

Pricing may reflect an hourly rate and a total number of hours. Prices will remain firm during the three (3) year contract period. The following shall be factored into the proposals:

- All available discounts and other price-affecting factors must be explicitly detailed in the proposal.
- Sales tax must be excluded from all items in the proposal. All items of the proposal must be appropriately identified with unit and total price indicated.
- Unless otherwise stated herein, the proposed fees are all-inclusive of all related costs to the services; including, but not limited to: employee wages and benefits; clerical support; overhead; profit, licensing; insurance; materials including but not limited to: supplies, postage, equipment, long distance telephone calls, document copying and supplies.
- The Authority will not pay or reimburse for any travel expenses.
- The Contractor shall not conduct any additional work without the prior written authorization of the designated Authority representative for the contract. 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.
- The Authority will not pay for Contractor employees to be trained.

3.3.1 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 fee 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 within the following Table No. 8 herein.

No Post-submittal Deadline Corrections Allowed. The Authority WILL NOT, after the submittal deadline, negotiate an increase to proposed fees that was proposed prior to the submittal deadline; accordingly, proposers are strongly cautioned to submit a realistic fee for Pricing Item No. 1 identified.

- 3.3.2 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 proposed and accepted by the Authority during the term(s) of the ensuing contract.
- 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's 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 incurred by the successful proposer needed to provide the services.
- 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.** All pricing must be entered where provided within the Marketplace and all "hard-copy" proposals must be submitted and time-stamped and received in the designated Authority office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of one (1) electronic "soft copy" via email RFPprocurement@sfha.org, one (1) original signature copy, and three (3) additional "hard copies" of the "hard copy" proposal submittal, shall be placed unfolded in a sealed package and addressed to:
- Housing Authority of the City and County of San Francisco**
Attention: Louis A. White, Procurement Analyst
1815 Egbert Avenue, 3rd Floor, San Francisco, CA 94124
- 3.4.1 Labeling Proposal Package.** The package exterior must clearly denote the above noted RFP number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.
- 3.5 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED!

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.

3.5.1 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.

3.6 Proposer's Responsibilities — Communications. It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process only to the CO. 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.

3.6.1 Addenda. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP). During the RFP process, the CO 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 CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

3.7 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.

3.7.1 2 CFR §200.321 states:

3.7.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.7.1.2 (a) 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.

3.7.1.3 (2) Affirmative steps must include:

3.7.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.7.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.7.1.3.3 (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;

- 3.7.1.3.4** (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.7.1.3.5** (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
- 3.7.1.3.6** (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.

3.7.2 HUD Procurement Handbook 7460.8 REV 2 states:

- 3.7.2.1** 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.
- 3.7.2.2** 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.

3.7.3 The Authority's **Procurement Policy** states the Authority will:

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

3.7.3.1.1 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.

3.7.3.1.2 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.

3.7.3.1.3 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.

3.7.4 Requirements. Accordingly, please see Section 3.1.7 within the preceding Table No. 3 herein 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.

3.8 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

to two hours. 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.

3.9 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:

[Table No. 3]

Document No.	Attachment	Description
1.0		This RFP Document
2.0	A	Form of Proposal
3.0	B	Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>
4.0	C	Profile of Firm Form
5.0	D	Section 3 Form Submittal Form
5.1	D-1	Section 3 Explanation
6.0	E	Form HUD-5369-B (8/93), <i>Instructions to Offerors, Non-Construction</i>
7.0	F	<i>Supplemental Instructions To Proposers & Contractors (SIPC)</i>
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)
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>
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.)
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.)
8.4	G-4	Sample Contract Appendix No. 4: <i>Section 3 Plan</i>
9.0	H	<i>Authority Resolution No. 4967, Resolution establishing 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 on-line):

[Table No. 4]

No.	Max Point Value*	Factor Type*	Factor Description*
1	20 points	Objective	The PROPOSED COSTS submitted by the proposer.
2	35 points	Subjective (Technical)	The QUALITY of the TECHNICAL APPROACH and the SERVICES PROPOSED . The proposal outlines an audit approach that is tailored based on obtaining an understanding of the Authority's activities, operating systems, personnel and special needs. The proposal showcases the firm's commitment to providing quality services by voluntarily adhering to higher standards of quality. This is evidenced by sharing their current unqualified peer review report resulting from the American Institute of CPAs external peer review process.
3	35 points	Subjective (Technical)	The proposer's DEMONSTRATED RELEVANT EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE of contract work substantially similar to that required by this RFP as verified by reference checks or the information submitted within the proposal including timely completion.
4	10 points	Subjective (Technical)	The OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL PRESENTATION OF THE PROPOSAL SUBMITTED, based upon the opinion of the evaluators.
	100 points		Total Points (other than preference points)

*Note: 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.

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

[Table No. 5]

No.	Max Point Value	Factor Type	Factor Description
7		Objective	SECTION 3 BUSINESS PREFERENCE PARTICIPATION. A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points awarded).
7a	15 points		Priority I, Category 1a. 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		Priority II, Category 1b. 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		Priority III, Category 2a. Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
7d	9 points		Priority IV, Category 2b. 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		Priority V, Category 3. 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		Priority VI, Category 4a. 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		Priority VII, Category 4b. Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
7h	15 points		Maximum Available Preference Points (Additional)
	115 points	Total Possible Points	

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 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):

[Table No. 6]

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 10 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 Authority's Executive Director for approval. If the evaluation was performed to the satisfaction of the Authority's Executive Director, 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(s) 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's Committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the Authority's 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 Sub-contracting 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.
- 5.3 Contract Period.** The Authority anticipates that it will initially award a contract for the period of three (3) years with the option, at the Authority's discretion, of two (2) additional one-year option periods, for a total maximum contract period of five (5) years.
- 5.4 Pre-qualified list of vendors.** Though the Agency anticipates that it will make award to one firm only, the Agency retains the right to, at any time during the ensuing contract period(s), 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.
- 5.4 License and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *Contractor* will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the Authority working on-site to provide the services);
- 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, including sexual harassment coverage, naming the SFHA Housing Corporation 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;

5.4.3 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;

5.4.4 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.

5.4.5 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.

5.4.6 Certificates/Profile of Firm Form. Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) 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).

5.5 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 5 business days, the Authority shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.

5.6 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.

- 5.7 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 10 workdays of notification by the Authority.