

Housing Authority of the City and County of San Francisco

Request for Proposals (RFP) No. 22-440-RFP-002

Administration and Operation of the
Housing Choice Voucher Program



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"), as well as other applicable state and local laws and the Authority's own policy documents. 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 31, 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	September 7, 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 September 16, 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.** For any reason or no reason, the Authority may reject any or all proposals, waive any informalit(ies) in the RFP process, or terminate the RFP process at any time.
- 1.2 Right to Not Award.** The Authority reserves the right not to 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 delineated 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 after 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.

The services provided pursuant to this contract generally consist of those services for the Authority as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the Authority at the designated Authority community and facilities. In addition, the Authority shall retain the right to implement and/or enforce any item issued as a part of RFP No. 22-440-RFP-002. The Authority shall retain full discretion to increase the workload, divide the workload or decrease the workload contracted along with adjusting the payment accordingly as determined in the sole discretion of the Authority.

- 2.1 Background Information.** The Authority is a local agency in transition, and is responsible for two programs that include the management and operation of San Francisco's local public housing program and administration of its Housing Choice Voucher (HCV) program also referred to as "Section 8." Over the past 25 years, the Authority has been repositioning its public housing assets to private ownership/management through programs such as HOPE VI, RAD, Section 18 and HOPE SF. A key component of this conversion is the Authority's HCV program where units are managed by private/non-profit owners and rent subsidies are provided by SFHA.
- 2.1.1** Since 2015, over 4000 units of public housing have been converted to a Project-based Section 8 model. The Authority will complete conversion of three (3) large public housing developments in San Francisco totaling approximately 1200 units to a Housing Choice Voucher program by September 30, 2022. In the coming years, the Authority intends to complete this transition with the remaining public housing and Mod Rehab portfolio. Additionally, there are 183 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 13,000 vouchers under lease with monthly total Housing Assistance Payments (HAP) of just over \$27,000,000. The Authority desires the Contractor(s) to assume responsibility for the entire HCV Program Administration effective October 1, 2022 or within 30 days of Board of Commission approval, whichever is sooner.

- 2.1.2** In March 2019, HUD determined that the Authority was in default of its Annual Contributions Contract ("ACC") that governs the relationship and responsibilities between HUD and the SFHA in administering the HCV program. In its determination, HUD identified the HCV program in default based on its financial shortfall and failure to meet performance standards. To cure the default, HUD mandated the Authority to out-source all essential functions including the administration of the HCV program. The Authority cured its default as of October 1, 2020, and must continue to out-source the operation and management of the entire HCV Program.
- 2.2 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 entire HCV Program as it continues to transition, including, but not limited to, vouchers governed by special programs such as the Veterans' Administration Supportive Housing program (VASH), Family Unification Program (FUP), Family Self-Sufficiency (FSS), Rental Assistance Demonstration (RAD) program, Project-Based Vouchers (PBV), Mainstream Voucher program, HOPE VI, Public Housing, and Mod Rehab. Contractor(s) will be responsible for maintaining all HCV programs and existing Public Housing waitlists. Contractor(s) may also be instructed to exhaust the public housing waitlist in accordance with program policies and procedures. All HCV programs 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, admissions, inspections, eligibility determinations, setting of family payments, enforcement of program integrity, customer service and management of hearings and appeals. The Contractor(s) 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.
- 2.3 General Requirements.** The Contractor(s) shall administer and operate the Authority's Housing Choice Voucher (HCV) Program in accordance with: (a) the specific requirements of the contract resulting from this RFP, (b) current and future requirements of Federal program regulations, directives, and guidance applicable to the HCV programs, including any Short-fall guidelines and requirements (CFR, HUD Notices and other), and (c) the Authority's directives regarding Administrative Plan policy implementation. 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 (including but not limited to its Project Management Plan) and the identified special programs, which are included for purposes of example only. The Contractor's accomplishment of these objectives and others associated with administering and operating the HCV Program assigned by the Authority shall be measured by the Authority's stated performance standards. The Contractor(s) shall cure any and all program deficiencies and take all

necessary and appropriate actions to meet specific and ongoing requirements and achieve stated performance standards in a timely manner.

2.3.1 HCV Demographic Information.

[Table No. 3]

RFP Section	Voucher Type (Description)	Number of Vouchers Authorized	Number of Properties
2.3.1.1	HCVs (including port-outs & approximately 220 port-ins)	6059	*
2.3.1.2	Family Unification	155	*
2.3.1.3	Mainstream Program	229	*
2.3.1.4	Project-Based Vouchers	1431	51
2.3.1.5	RAD PBV Component 1 units with HAP funding	2458	40
2.3.1.6	RAD PBV Component 2 units with HAP funding	966	22
2.3.1.7	Moderate Rehab	86	1
2.3.1.8	Project-Based VASH	359	12
2.3.1.9	HUD-VASH Vouchers	664	*
2.3.1.10	Tenant Protection Vouchers	2480	54
2.3.1.11	HOPE SF	1367	3
2.3.1.12	Scattered Sites	69	5
<p>*NOTE: These programs are tenant-based and have a varying number of properties.</p> <p>ADDITIONAL NOTE: This information does not include HOPE VI sites.</p>			

2.4 Preparatory Activities.

2.4.1 Post-Award Conference. The Authority anticipates that it will direct the Contractor(s) to, within five (5) working days of the effective date of the ensuing contract award by the Authority's Board of Commissioners (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 twenty (20) days of the Contract effective date, the Contractor(s) shall submit complete written Project Management Plan (Plan) for the Authority's approval. Beginning with the assumption of responsibility for HCV Program responsibilities effective October 1, 2022, 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 operational and management functions, performance

criteria and quality control items as set forth within Sections 2.2 - 2.7 herein. By way of example only, the Plan will include:

2.4.2.1 Project Schedule Milestones. The Contractor(s) will propose appropriate milestones for the duration of the contract, with the schedule expressed in calendar dates with respect to meeting the standards set forth in Section 2.7.

2.4.2.2 Resources. The Plan will include a description of resources, including staff, necessary to accomplish the tasks listed in Sections 2.2 - 2.7 herein.

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 staff members and the plan to fill staffing gaps if they exist or should arise during the term of the Contract. For staff members, the plan will describe the major tasks to be performed, their level of employment (staff, supervisor, manager, etc.).

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. If the Plan fails to sufficiently address the issues raised in this Section, the Authority shall have the sole discretion to create/define the missing issue such as defining Administrative Error and determine the timeframe for resolution and/or amount of reimbursement or set off for the Administrative Error.

2.4.3 Quality Control and Performance. Within twenty (20) days of the Contract effective date and consistent with the obligations set forth herein including, but not limited to, Sections 2.5, 267 and 278, the Contractor(s) shall (1) develop and implement a system for quality control that covers the entire HCV Program, and (2) develop/describe the methodologies, performance metrics, and written report structure consistent with the Performance Standards set forth in Section 2.7.1. (All references to a requirement of a report or reporting in this RFP shall mean a report or reporting in writing unless otherwise indicated.)

2.4.4 Legal. Contractor(s) will be responsible for timely responding to all subpoenas, file review requests, and/or other legal document or deposition request related to the program it manages copying every request and response to the Authority. Contractor(s) will work with the Authority as necessary to achieve beneficial outcomes for the Authority and will not sign any settlement

agreement(s) without authorization by the Authority. All complaints, formal or administrative, filed against the Authority must be shared within 24 hours of receipt.

- 2.4.5 Hiring and training of staff needed to operate the program.** The Contractor(s) will hire qualified staff for all positions. All hires are to be provided with all necessary training by the Contractor(s).
- 2.4.6 Gathering information from current files needed for the ongoing operation of the program.** The Contractor(s) will review current tenant and vendor files and interview appropriate current staff to establish appropriate procedures regarding record-keeping and to operate a smooth transition while maintaining program operations for currently assisted families. The Contractor(s) shall be responsible for the review and resolution of any issue associated with a prior transaction or action without regard to the origin or cause of the issue. The Contractor(s) will be responsible for adhering to the Authority Retention Policy and requesting approval for the destruction of documents to occur on an annual basis.
- 2.4.7 Updates to Administrative Plan for the Housing Choice Voucher Programs.** The Authority has a current Administrative Plan and some amendments to the plan are under consideration. The Contractor(s) shall prepare recommendations to the Chief Executive Officer (CEO) 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. These suggested revisions are due annually by December 15.
- 2.4.8 Setting up a program to maintain a broad range of housing opportunities at current participation levels for families assisted by the tenant-based HCV programs, including housing in neighborhoods with low concentrations of poverty, within the constraints of shortfall requirements on voucher issuance as needed.** This includes outreach to owners of rental housing by in-person 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.
- 2.4.9 Management Information System.** The Authority currently uses Emphasys Elite® software for management of the HCV program. The Contractor(s) 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 365, GoSection8 (Affordablehousing.com), CRM, KnowledgeLake, and Granicus (Screening reports) and Landis Technologies LLC. The Authority reserves the right to select, integrate or remove Management Information Systems. Contractor may not store any information of the Authority obtained in the course of business in a Management Information System that is not operated, managed, licensed or owned by the Authority.

- 2.5 The operation and management of all HCV programs require the performance of all functions in conformance with the HCV programs' regulations, guidance and directives contained in the Code of Federal Regulations (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 provided within Section 2.7 herein.

2.5.1 HCV Waiting List and Admissions. In accordance with the Authority's Administrative Plan and HUD rules and regulations the Contractor(s) will: maintain all Authority waiting lists: update the list as appropriate, purge, open and close waiting lists at the direction of the Authority, accept referrals for any special admissions or limited preferences, properly admit applicants to the program including admissions from HOPE SF and HOPE VI Public Housing sites, manage informal reviews of denial determinations, complete full intake functions and perform initial verification of eligibility. Manage all portability functions and coordinate with the Authority to ensure proper billing and receipt of accurate and timely payments from initiating public housing authorities (PHAs). The contractor(s) shall appropriately update the waitlist records in Emphasys Elite® system and maintain client files in accordance with HUD rules and regulations, the Administrative Plan and directives from the Authority. Contractor(s) will purge the waiting lists no less than every two years.

2.5.2 HCV Continued Occupancy Functions. Contractor(s) 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(s) will perform timely and accurate completion of landlord requested rent increases and will facilitate and process any transfers or moves. The Contractor(s) will provide all required rent change notices timely in writing and electronically when contact information is available.

2.5.3 Public Housing Occupancy Functions. Contractor(s) will, at times appropriate and in accordance with the Authority's Admissions and Continued Occupancy Policy (ACOP), solicit applications, maintain the public housing (PH) waiting lists, and select families for tenancy in 183 units in two HOPE VI developments

until such time as vacancies may be placed under moratorium or the developments may be removed from the PH program.

- 2.5.4 Tenant Briefings.** The Contractor(s) will schedule, perform and document attendance of 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.
- 2.5.5 Customer Services Center.** The Contractor(s) will establish a Customer Service Call Center at 1815 Egbert Avenue, San Francisco California with the lease terms to be negotiated separate and apart from this RFP and subsequent agreement. Contractor(s) must use the Authority's Customer Relations Management (CRM) system to track all inquiries and resolutions of issues. Both will be operational Monday – Friday during normal business hours (8:00am – 5:00pm) and will serve clients, landlords and members of the public. The Contractor(s) will be responsible for ensuring clients receive compassionate, clear and effective customer service with the intent to resolve the matter without more than two contacts (the first being the call or lobby when in person). The Customer Service Center shall be subject to the required Quality Control system set forth herein including but not limited to Section 2.7.3.
- 2.5.6 Files.** The Contractor(s) will use the Authority's KnowledgeLake system to create and maintain electronic file records for each tenant's client files. All tenant related documents must be maintained by the Contractor(s) in this system. Alternate systems are not allowed as part of this contract and will be viewed as a material breach. Contractor(s) may not use their own software program nor will the Authority grant permission to use any system outside of the Authority's.
- 2.5.7 Representation.** The Contractor(s) will assign a supervisory or managerial representative to be physically present at each public meeting of the Authority's Board of Commissioners of the Authority (Board) to receive and respond to complaints and inquiries of the public, Authority staff or the Board.
- 2.5.8 Hearings Process Administration.** The Contractor(s) 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(s) will be responsible for coordinating and facilitating hearings, obtaining hearing officers, and ensuing implementation of decisions, and tracking hearing topics as well as results.
- 2.5.9 Reasonable Accommodations.** The Contractor(s) 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. The contractor(s) will be responsible for ensuring appropriate documentation of reasonable accommodations in Emphasys Elite® and client files including archiving of the request, the interactive process and determination.

2.5.10 Payment Standards. The Contractor(s) 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.

2.5.11 Inspections Functions. The Contractor(s), or its subcontractor(s), will perform initial, special, annual and/or biennial inspections of units according to HQS standards, the Administrative Plan or any successor standard of the HCV program, and will complete any follow-up enforcement measures.

2.5.12 Rent Reasonableness. The Contractor(s) 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.) Contractor(s) will make periodic reviews and recommend the revision of allowances for tenant-paid utilities as appropriate. Contractor(s) will inform the Authority of patterns of unreasonable rents, discrimination, or evictions by any single landowner.

2.5.13 Owner Outreach and Housing Opportunity Counseling. The Contractor(s) 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(s) will perform activities in-person and via mail and online to educate and engage existing landlords around new policies and practices.

2.5.14 Financial Management and Reporting. The selected Contractor(s) 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 HCV programs, preparation of voucher programs year-end audit, the preparation of Annual Authority HCV operating budgets, and accurate data for Voucher Management System (VMS) reporting. The Contractor(s) will support the Authority and Financial Consultant to timely gather and ensure data is accurate for the issuance of 1099s to property owners.

2.5.15 SFHA Policy Documents. The Contractor(s) will, at least annually, by December 15 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.

2.5.16 Program Performance Reporting. The Contractor(s) will prepare all programmatic reports related to the HCV program for execution by the Authority including the SEMAP certification. The Contractor(s) will prepare a monthly report regarding program performance to be given to Authority executive staff.

2.5.17 HUD/EIV Systems. The Contractor(s) will utilize the HUD Inventory Management System (IMS), Public Information Center (PIC) system for timely and accurate submissions of form 50058 for each participant family. The Contractor(s) 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. Further, the contractor(s) will quarterly reconcile PIC records against the Authority's system of record to identify and solve discrepancies.

2.5.18 Quality Control. The Contractor(s) shall perform all Quality Control functions and related tasks across all functions of the HCV program including but not limited to those set forth in Sections 2.2 – 2.7, in accordance with program requirements and to achieve "High Performer" rating under SEMAP, to ensure compassionate, clear and effective customer service and accurate and timely HAP payments and consistent with its Project Management Plan and Sections 2.7.1 and 2.7.3.

2.5.19 Limited English Proficiency (LEP). The Contractor(s) will provide language interpretation and 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. The cost for these services will be paid for by Contractor(s).

2.6 Special Programs. In addition to the above core functions, the Contractor(s) shall administer the following special programs and lead weekly collaboration meetings with all the partners addressing partner needs, as reasonable, by the following meeting:

2.6.1 Family Unification Program Vouchers. The Authority has an allocation of 145 HCVs under the FUP. The Contractor(s) will perform all normal and customary functions in support of this program, including but not limited to ongoing collaboration with other City agencies and non-profit partners.

2.6.2 Mainstream Voucher Program. The Authority has an allocation of 229 HCVs to be used as part of the Mainstream Voucher Program. The Contractor(s) will perform all normal and customary functions in support of this program, including but not limited to ongoing collaboration with other City agencies and non-profit partners.

- 2.6.3 Family Self-Sufficiency and Homeownership Program.** The Authority administers up to 50 FSS Vouchers, included within the total HCV program. The contractor(s) will retain an employee who will be responsible for recruitment and support of participants in FSS and Homeownership and coordination with other local resources. This responsibility shall extend to any previous public housing residents who were in the FSS program and have since converted to HCV. The Contractor(s) will support the effort to fully implement this program for the maximum number allowed and will perform all normal and customary HCV functions in support of this program.
- 2.6.4 VASH Program.** The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines HCV rental assistance for homeless Veterans with case management, and clinical services provided by the Department of Veterans Affairs (VA). The VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics. The Authority administers 359 PBVs in 12 properties and 664 Vouchers under the VASH program. The Contractor(s) will perform all normal and customary functions in support of these programs, including but not limited to ongoing collaboration with the VA and non-profit partners.
- 2.6.5 Applications for Additional Funds.** During the contract period, it is possible that HUD will publish Notices of Funding Availability (NOFA's) for new increments of Vouchers, Moderate Rehabilitation Single Room Occupancy (SRO), Disaster, or other HCV program funds. The Contractor(s) shall prepare timely recommendations to the Authority for applications to be submitted to HUD for such additional funding or similar program funds and timely assist with any applications, including necessary supplemental information.
- 2.6.6 Applications for Short-Fall Funds.** During the contract period, if applicable, it is likely that HUD will provide instructions and an opportunity for the Authority to apply for short-fall funding. The Contractor(s) shall work in consultation with the Chief Financial Officer to prepare and support any application for short-fall funds and comply with all shortfall requirements and data requests.
- 2.6.7 Project-Based Vouchers.** The Authority has approximately 7780 PBVs (traditional, RAD, and Section 18) made up of 180 properties. In addition, the Authority anticipates adding nearly 1500 PBVs (RAD and Tenant Protection Vouchers) from asset re-positioning of the remaining three public housing, scattered sites and two HOPE VI properties. The Authority also anticipates the conversion of 86 units in the remaining Mod Rehab project to RAD in the coming years. During the contract period the Contractor(s) will complete all actions necessary to process these units under HAP Contracts to be executed by the Authority. Tasks may include but are not limited to ensuring HQS compliance, preparing HAP Contracts, end of participation actions and new

admissions actions in compliance with HUD rules and regulations and within required timeframes as outlined by Authority staff.

2.6.8 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 by the dedication of and inclusion of HCVs. The Contractor(s) will be expected to support these and expanding efforts by attending meetings, providing data and recommendations in alignment with HUD regulations and industry best practices.

2.7 Performance Standards

2.7.1 Ongoing Program Operation. The Contractor(s) shall ensure that a SEMAP High Performer rating is achieved within the initial term of the contract and shall create/provide monthly reports prepared in a manner and using methodologies approved in writing by the Authority measuring the Contractor's progress using SEMAP criteria, identifying methodologies to improve in specific areas where necessary and anticipated timeframes to meet the SEMAP High Performer rating. In addition, the Contractor(s) shall meet the below performance metrics and meet the reporting requirements in a manner and with a methodology approved in writing by the Authority that measures performance, progress and outcomes with verifiable data made readily available to the Authority upon request:

- 2.7.1.1** At least 98% of all budgeted Vouchers (including PBV) and Moderate Rehabilitation units under ACC are leased at all times (unless otherwise approved by HUD). For Vouchers, Annual Budget Authority (ABA) or 98%-unit utilization is acceptable.
- 2.7.1.2** At least 98% of all new admissions into the HVC program are in accordance with the Authority's Administrative Plan and HUD rules and regulations to achieve maximum points under SEMAP.
- 2.7.1.3** At least 95% 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.
- 2.7.1.4** The electronic transfer of HUD form 50058 for each participant family into IMS PIC with no errors, on a monthly basis, at a rate of 95% or

more, as required by HUD. On a monthly basis, the Contractor(s) 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 ensure the integrity of the program.

- 2.7.1.5** 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.
- 2.7.1.6** Voucher Payment Standard is reviewed at least annually and revised if the Contractor(s) 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.
- 2.7.1.7** 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.
- 2.7.1.8** At least 98% of HQS Enforcement inspections are completed within the required timeframes and all cited life-threatening HQS deficiencies are corrected within 24 hours; and entered into the electronic system of record within twenty-four (24) hours.
- 2.7.1.9** At least 98% of units pass HQS inspection on or before the beginning date of the assisted lease and HAP contract effective date.
- 2.7.1.10** Data is to be provided timely (by the 15th of every month) to the Authority and the Finance Consultant for the preparation of the monthly VMS reporting.
- 2.7.1.11** Monthly reports backed by verifiable data are to be created/prepared and provided to the Authority by the 15th of each month, and to the City, the Board, and HUD as requested.

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

- 2.7.2.1** Resolve any outstanding single audit findings and eliminate any future findings related to HCV internal controls and program compliance.
- 2.7.2.2** Prepare responses for the Authority and coordinate with the IPA

Single Audit firm and the Financial Consultant to provide required documentation during annual audit periods.

2.7.3 Quality Control. Consistent with the obligations set forth in Section 2.2 – 2.7, the Contractor(s) shall develop and implement a system for quality control sampling that covers the entire HCV Program within 20 days of executing this Agreement. Contractor(s) shall create and provide a written report on the results of its quality control sampling and a quality control assessment for each HCV program area based on the Quarterly report's results to Authority staff and Board quarterly. The quality control system and quarterly written report must contain a thorough and verifiable methodology that addresses all functions of the HCV program as identified herein (including but not limited to Sections 2.2 – 2.7) in a comprehensive, accurate, and timely manner. The Contractor's quality control system and methodologies are subject to the Authority's written approval. In addition, all units newly leased up or recertified during all performance periods of the contract must meet the following standards:

- 2.7.3.1** All families selected for participation are selected in accordance with Federal/local preference system, as established in the revised Administrative Plan.
- 2.7.3.2** All Income verifications are complete and in the file for 98% of certified/recertified families.
- 2.7.3.3** No more than 5% errors in all tenant rent calculation.
- 2.7.3.4** Documentation of accurate rent reasonableness is in file for all units under the HAP contract.
- 2.7.3.5** Demonstrate 98% passing rate from Quality Control (QC) inspections of a unit with a failed and passed inspection results.

2.7.4 Financial Management. The Contractor(s) will:

- 2.7.4.1** 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.
- 2.7.4.2** 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 leasing projections and costs throughout the year.
- 2.7.4.3** Maintain program records for audit purposes, compliance, and HUD

reviews, etc.

2.7.4.4 Monitor the HCV budget as it pertains to the Contractor's operation of the HCV program. Contractor(s) is not responsible for preparing and maintaining the Authority's budget for central office or direct HCV program expenses.

2.7.4.5 Provide data as requested by the Authority and Financial Consultant to enable them to complete accurate HUD reporting relating to the HCV program.

2.7.4.6 **Quarterly Programmatic and HAP Analysis.** On a quarterly basis, the contractor(s) will develop and create a written report using the Authority's Quarterly Programmatic and HAP Analysis tool. The tool contains the following information:

- Unit Summary – Status of every unit in the development, as well as the total vacancies per building/property.
- Payment Comparison – Summary of all payments made to each tenant for the quarter.
- Payment Holds and Abatements – Holds and abatements from the previous quarter for each building/property.
- Outstanding Payments – Summary of any missing payments.

The written report is to be provided timely to the Authority for review and approval (10 days after the end of each quarter, and the 4th quarter will include two separate reports to ensure timely completion prior to calendar year-end close; one report for October-November HAP payments and one report for December). This report shall list all payments issued to large PBV developers to ensure that both the Authority's and developer's records are accurate, and both reflect the same participants and payments information. The contractor(s) will be responsible for all communication throughout the process, as well as reviewing and resolving all discrepancies brought forth by the developers.

2.7.4.7 Check Run Review. Following the distribution of the monthly Pre-HAP register, the contractor(s) must conduct a review of all payments to ensure that all HAP is being paid appropriately and correctly (first review to be completed within 24 hours of receipt and all subsequent reviews to be completed within one calendar week prior to the HAP check-run). Additionally, following the release of funds, the contractor(s) will perform a secondary review to ensure that only approved HAP payments were issued.

2.8 Contract Administration Data.

2.8.1 Conduct of Work.

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

2.8.2 On-going Program Operation.

- 2.8.2.1** The CO will provide technical direction on contract performance. Technical direction includes:
 - 2.8.2.1.1** Direction to the Contractor(s) as to which areas the Contractor(s) is to emphasize or pursue.
 - 2.8.2.1.2** Comments on the approval of reports or other deliverables.
- 2.8.2.2** Technical direction must be within the contract, Statement of Work. The CO does not have the authority to unilaterally issue technical direction that:
 - 2.8.2.2.1** Institutes additional work outside the scope of the contract;
 - 2.8.2.2.2** Constitutes a change as defined in HUD Procurement Handbook, 7460.8 REV 2;
 - 2.8.2.2.3** Alters the period of performance; or
 - 2.8.2.2.4** Changes any of the other express terms or conditions of the contract.
- 2.8.2.3** Technical direction will be issued in writing by the Chief Executive Officer (or designee) or confirmed by them in writing within five (5) calendar days after verbal issuance.

2.9 Key Personnel during any period of transition. The personnel specified in the Contractor's proposal shall 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(s) 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.

2.9.1 San Francisco Minimum Wage Ordinance. The Contractor(s) 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/ per hour. Information on the ordinance can be found at:

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

2.9.2 Emphasys Elite®. The Authority's HCV program is administered using the Emphasys Elite® software program. The contractor(s) is required to use this provided software program. The Authority will provide appropriate remote access under an agreement with the Contractor(s). Any modifications to the existing Elite® system requested by the Contractor(s) will be paid for by the Contractor(s) with no expectation of reimbursement.

3.0 PROPOSAL FORMAT.

3.1 Tabbed Proposal Submittal. The Authority intends to retain the Contractor(s) 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.4]

RFP Section	Tab No.	Description
3.1.1	1	Form of Proposal. This Form is attached here to 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.
3.1.5	5	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:

RFP Section	Tab No.	Description
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	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).
3.1.8	8	Subcontractor/Joint Venture Information (Optional Item). The proposer shall identify hereunder whether or not they intend 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.

RFP Section	Tab No.	Description
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 (Fixed and Performance-Based)

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 (including the cost of office space and IT services for the second and additional contract years); profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying not specifically agreed to by the Authority; etc. The proposed fees shall include detailed fixed fee proposal per completed actions and a base fee inclusive of all costs to administer the entire HCV program (other than the fixed fee per item).

3.2.2.1 A detailed fixed fee proposal per item.

[Table No. 5]

RFP Section	Pricing Item No.	Qty U/M	Description
3.2.2.1	1	1	Proposed price per New Admission. The contractor will be required to process all new admissions to the HCV program.
3.2.2.2	2	1	Proposed price per Issuance of Voucher. The contractor will be required to process all issuance of vouchers to the HCV program.
3.2.2.3	3	1	Proposed price per HQS Inspection. 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	Proposed price per Annual Reexamination. The contractor will be required to verify family composition and income annually through the annual reexamination process.
3.2.2.5	5	1	Proposed price per Interim Reexamination. 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	Proposed price per End of Participation. The contractor will be required to process all end of participations to the HCV program.
3.2.2.7	7	1	Proposed price per Other Change of Unit. The contractor will be required to process all moves and other change of units of HCV program participations.
3.2.2.8	8	1	Proposed price per Portability Move Out/Move in. The contractor will be required to process all portability moves to the HCV program.
3.2.2.9	9	1	Proposed price per FSS/WtW Addendum Only The contractor will be required to process all FSS related actions to the HCV program.
3.2.2.10	10	1	Proposed price per Expiration of Voucher. 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 as required.
3.2.2.11	11	1	Proposed price per Historical Adjustments/Voids. 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.

3.2.2.2 A proposal for billing schedule based on a performance-based contract: Proposed base fee shall be inclusive of all general & administrative costs to administer the Authority's entire HCV program (labor, non-labor, direct, indirect and overhead costs).

[Table No. 6]

RFP Section	Pricing Item No.	Program Area	Voucher Count	Proposed Fees per voucher	Annual Billing
3.2.3.1	12	Total HCV units under lease	13000		

3.2.3 The following HUD Section Eight Management Assessment Program (SEMAP) indicators will be used by the CO to measure the HCV program performance with an incentive-based scale. SEMAP is the tool by which housing authorities measure their success at implementing HUD regulations and guidelines for the HCV program. This self-certification is used to identify capabilities and deficiencies within the HCV program.

Each performance standard will be measured monthly by the CO and calculated on a quarterly basis. The CO reviews may be assisted by audits, compliance reviews, or external consultants as needed. After completion of the quarterly review, the Authority will increase the monthly base amount by the below amounts if warranted by the measures.

The contractor(s) must address and correct any deficiencies. Failure to implement corrective actions may result in the termination of the contract for poor performance. The Authority shall retain full discretionary rights to revise the performance standards and incentive-based scale used to measure the contractor's performance.

[Table No. 7]

Indicator	SEMAP Measure Goal	% Increase of Base Amount if Above Goal
<u>Annual Reexaminations:</u> % of families with timely reexaminations	≥95%	1%*
<u>Correct Tenant Rent Calculations:</u> % of families with correct rent calculations	≥98%	1%*
<u>Pre-Contract HQS Inspections:</u> % of units that pass HQS inspection before beginning date of the lease/contract	≥98%	1%*
<u>Annual HQS Inspections:</u> % of units under contract where annual inspection is completed timely	≥95%	1%*
<u>Lease-Up:</u> % of new admissions into HCV program in compliance with the Authority's Admin Plan and HUD regulations	≥98%	1%* (0.5% each for TBVs and PBVs)

*Up to 1% subject to the HCV program annual budget authority and administrative fees eligibility (earned fees after HUD proration).

3.3 Additional Information related to the Pricing Items.

3.3.3 Quantities. All quantities entered by the Authority herein (especially within the preceding tables) and within the corresponding pricing items within the Marketplace are for calculation 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.

3.3.4 Entry of Proposed Prices Per Item. 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.

Proposers must enter a realistic and reasonable price per item as detailed within the preceding tables herein. Prices will remain firm during the 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(s) 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(s) for any such additional work conducted without the noted prior written authorization.
- The Authority will not pay for Contractor(s) employees to be trained.

3.3.5 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.

3.3.6 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.

3.3.7 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.

3.3.8 Prior Authority Approval Required. Please note that the Contractor(s) 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(s) for any such additional work conducted without the noted prior written authorization.

3.3.9 No Travel Expense. The Authority will NOT pay for any travel expenses incurred by the successful proposer needed to provide the services.

3.3.10 No Training Expenses. The Authority will NOT pay for Contractor(s) employees to be trained. All training will be the responsibility of the Contractor(s).

3.3.11 No Late Fee Expenses. The Authority will NOT pay late fees.

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 their 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 their 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(s) 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. 8]

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

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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(s) 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 performed 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 their proposal submittal and on-line (specifically, the pricing submitted on-line):

[Table No. 9]

No.	Max Point Value*	Factor Type*	Factor Description*
1	20 points	Objective	The PROPOSED COSTS submitted by the proposer.
2	10 points	Subjective (Technical)	The QUALITY of the TECHNICAL APPROACH and the SERVICES PROPOSED . The proposal outlines an approach that is tailored based on obtaining an understanding of the Authority's activities, operating systems and special needs. The proposal showcases the firm's commitment to providing quality services by voluntarily adhering to higher standards of quality.
3	10 points	Subjective (Technical)	The proposer's DEMONSTRATED UNDERSTANDING of the AUTHORITY'S REQUIREMENT .
4	15 points	Subjective (Technical)	The proposer's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).
5	35 points	Subjective (Technical)	The proposer's DEMONSTRATED RELEVANT EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (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. NOTE: The Authority will place particular emphasis on the DEMONSTRATED EXPERIENCE and PAST PERFORMANCE of the key staff identified within the proposal submittal.
6	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 their 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. 10]

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), they 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. 11]

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(s) 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(s) 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 they are 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(s) 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(s) 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 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.

5.4 License and Insurance Requirements. Prior to award (but not as a part of the proposal submission) the *Contractor(s)* 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(s), 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.
- 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.