# ORDINANCE 2019-10-17-0854

APPROVING A CONTRACT WITH THE CENTER FOR COMMON CONCERNS DOING BUSINESS AS HOMEBASE IN \$128,898.00 CONDUCT AMOUNT OF TO COMPREHENSIVE HOMELESS STRATEGIC PLAN FOR 2019 THE PERIOD OF OCTOBER 17. THROUGH **SEPTEMBER 30, 2020.** 

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**WHEREAS**, in January 2019, City staff at the request of City Council provided a work plan to identify short-term and long-term sustainability options as part of a broader strategy to address homelessness; and

WHEREAS, Phase I was designed to obtain feedback from stakeholders on funding alternatives and a community strategic plan addressing homelessness; and

WHEREAS, Phase II involves conducting an assessment of homeless services, identifying gaps in those services and developing, in consultation with our stakeholders, a comprehensive strategic plan for addressing those gaps; and

**WHEREAS**, this phase would require the professional services of a homeless professional to assist the City and stakeholders with this review; and

**WHEREAS**, during the mid-year budget review, City Council approved an allocation of \$200,000.00 from the general fund operating contingency reserve to fund a comprehensive assessment of homeless services, identify gaps in those services and develop, in consultation with our stakeholders, a community strategic plan for addressing those gaps; and

WHEREAS, homelessness is a priority concern in San Antonio and across the nation; and

**WHEREAS**, the 2019 Homeless Point in Time (PIT) indicated a 6% reduction in overall homelessness, a 12% reduction in unsheltered homelessness, and a 6% reduction in the number of Veterans experiencing homelessness; and

WHEREAS, the results also indicated an 18% increase in the number of families experiencing homelessness from the 2018 PIT Count; NOW THEREFORE:

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

**SECTION 1.** The City Manager, or designee, or the Director of the Department of Human Services (DHS), or designee, is hereby authorized to negotiate and execute a final contract, in a form first approved by the City Attorney's Office, with the Center La Common Concerns doing business as HomeBase in the amount of \$123,898.00 to conduct a comprehensive Homeless Strategic Plan for the period of October 17, 2019 through September 30, 2020. A copy of the

period. CITY may, at its election, require CONSULTANT to return the documents to CITY at CONSULTANT's expense prior to or at the conclusion of the retention period. In such event, CONSULTANT may retain a copy of the documents.

#### VIII. LICENSES AND CERTIFICATIONS

8.1 CONSULTANT warrants and certifies that CONSULTANT and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and that CONSULTANT meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

#### IX. COMPLIANCE

- 9.1 CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.
- 9.2 The CONSULTANT certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
- 9.3 As a party to this CONTRACT, CONSULTANT understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, CONSULTANT certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
  - a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - b. Section 504 of the Rehabilitation Act of 1973, as amended;
  - c. The Age Discrimination Act of 1975, as amended;
  - d. Title IX of the Education Amendments of 1972, as amended; and
  - e. All applicable regulations implementing the foregoing laws.

#### X. CONFLICT OF INTEREST

10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the City's Ethics Code, from having a financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: (i) a City officer or employee; (ii) his parent, child, sibling, spouse or other family member within the first degree of consanguinity or affinity; (iii) an entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the entity, or (b) 10% or more of the fair market value of the entity;

provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 12.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.
- 12.3 Defense Counsel CITY shall have the right to disapprove of defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify CITY. CONSULTANT shall retain CITY approved defense counsel, which approval shall not be unreasonably withheld, within seven (7) business days of CITY's written notice that CITY is invoking its right to indemnification under this CONTRACT. If CONSULTANT fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 12.4 Employee Litigation In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

#### XIII. NON-DISCRIMINATION

13.1 As a condition of entering into this CONTRACT, CONSULTANT represents and warrants that it will not unlawfully discriminate in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, or customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities.

#### XIV. TERMINATION

14.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof. 14.2 TERMINATION BY NOTICE: The CONTRACT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) days from the date such notice is sent. If the notice does not specify a date of termination, the effective date of termination shall be thirty-five (35) days after the date the notice is sent. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination.

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- 14.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, the non-defaulting party may elect to terminate this CONTRACT, in whole or in part, upon written notice, as of the date provided in the notice.
- 14.4 TERMINATION BY LAW: If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 14.5 NON-APPROPRIATION: In the event that through action or no action initiated by the City of San Antonio, the CITY's legislative body does not appropriate funds for the continuation of this CONTRACT and has no funds to do so from other sources, this CONTRACT may be terminated. To effect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the CONSULTANT written notice stating that the City of San Antonio failed to appropriate funds.
- 14.6 EFFECT OF TERMINATION: Upon the effective date of expiration or termination of this CONTRACT CONSULTANT shall cease all operations of work being performed by CONSULTANT or any of its approved subcontractors pursuant to this CONTRACT. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by CONSULTANT in accordance with Article VII, Right of Review and Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT's sole cost and expense.
- 14.7 Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination. Failure by CONSULTANT to submit its claims within said thirty (30) days shall negate any liability on the part of CITY and constitute a waiver by CONSULTANT of any and all right or claims to collect funds that CONSULTANT may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.
- 14.8 Upon termination of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY.

14.9 <u>Termination not sole remedy.</u> In no event shall CITY's action of terminating this CONTRACT, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue CONSULTANT for any default hereunder or other action.

#### XV. AMENDMENT

- 15.1 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the Parties unless such amendment be in writing, executed by both CITY and CONSULTANT and dated subsequent to the date hereof.
- 15.2 It is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

#### XVI. NOTICE

16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given:

#### CITY

City of San Antonio Attn: Director Department of Human Services 106 St. Mary's Street, 7th Floor San Antonio, Texas 78205

# CONSULTANT

The Center for Common Concerns Dba HomeBase Attn: Executive Director 870 Market Street, #1228 San Francisco, California 94102

#### XVII. LEGAL AUTHORITY

17.1 The person signing on behalf of CONSULTANT represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONSULTANT and has authority to bind CONSULTANT to all the terms, conditions, provisions and obligations contained herein.

#### XXVIII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 18.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
  - (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.
- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

The CITY has applied the following contract-specific Affirmative Procurement Initiatives (API) to this CONTRACT. CONSULTANT hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are necessary to attain satisfactory performance under this CONTRACT:

<u>Please note</u> that failure to meet the subcontracting API requirements (when applicable) will deem the response non-responsive. To be SBEDA eligible a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency (SCTRCA) AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. The guidelines and steps to be certified by SCTRCA are available at: <a href="https://sctrca.org/get-certified/">https://sctrca.org/get-certified/</a>

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 5. (a), this CONTRACT is being awarded pursuant to the SBE Prime Contract Program, and as such, CONSULTANT affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), CONSULTANT agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 6. (d), this CONTRACT is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONSULTANT affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONSULTANT agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm.

#### C. Solicitation Response and Contract Requirements and Commitment

CONSULTANT understands and agrees that the following provisions were requirements of the solicitation and the resulting contract, and by submitting its response, CONSULTANT commits to comply with these requirements.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a specified subcontracting goal included in the solicitation by submitting the Subcontracting Goal-Waiver Request form (available at <a href="http://www.sanantonio.gov/SBO/Forms.aspx">http://www.sanantonio.gov/SBO/Forms.aspx</a>) with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. Late Waiver requests will not be considered. More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <a href="http://www.sanantonio.gov/SBO/Forms.aspx">http://www.sanantonio.gov/SBO/Forms.aspx</a>.

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <a href="http://www.sanantonio.gov/SBO/Forms.aspx">http://www.sanantonio.gov/SBO/Forms.aspx</a>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or

(2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3)

the type of contract is outside of the scope of the SBEDA Ordinance. Late Exception Requests will not be considered.

#### D. SBEDA Program Compliance - General Provisions

As CONSULTANT acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONSULTANT's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this CONTRACT, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this CONTRACT, and are considered by the Parties to this CONTRACT to be material terms. CONSULTANT voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this CONTRACT by the CITY. Without limitation, CONSULTANT further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

- CONSULTANT shall cooperate fully with the Small Business Office and other CITY departments
  in their data collection and monitoring efforts regarding CONSULTANT's utilization and payment
  of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of
  Commercially Useful Functions on this CONTRACT including, but not limited to, the timely
  submission of completed forms and/or documentation promulgated by SBO, through the
  Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data
  into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
- CONSULTANT shall cooperate fully with any CITY or SBO investigation (and shall also respond
  truthfully and promptly to any CITY or SBO inquiry) regarding possible non- compliance with
  SBEDA requirements on the part of CONSULTANT or its subcontractors or suppliers;
- 3. CONSULTANT shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this CONTRACT:
- 4. CONSULTANT shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONSULTANT's Subcontractor / Supplier Utilization Plan for this CONTRACT, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONSULTANT to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONSULTANT of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
- CONSULTANT shall immediately notify the Originating Department and SBO of any transfer or assignment of its CONTRACT with the CITY, as well as any transfer or change in its ownership or business structure.

- 6. CONSULTANT shall retain all records of its Subcontractor payments for this CONTRACT for a minimum of four years or as required by state law, following the conclusion of this CONTRACT or, in the event of litigation concerning this CONTRACT, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
- 7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONSULTANT's Subcontractor / Supplier Utilization Plan, the CONSULTANT shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONSULTANT and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
- 8. CONSULTANT acknowledges that the CITY will not execute a contract or issue a Notice to proceed for this project until the CONSULTANT for this project has registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONSULTANT has represented to CITY which primary commodity codes each Subcontractor will be performing under for this CONTRACT. CITY recommends all Subcontractors to be registered in the CVR.

For more information please see link: http://www.sanantonio.gov/SBO/Compliance

#### E. Violations, Sanctions and Penalties

In addition to the above terms, CONSULTANT acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this CONTRACT to:

- 1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
- Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any
  false, fictitious or fraudulent statements or representations, or make use of any false writing or
  document, knowing the same to contain any false, fictitious or fraudulent statement or entry
  pursuant to the terms of the SBEDA Ordinance;
- Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
- 4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
- 5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

- 1. Suspension of contract;
- 2. Withholding of funds;
- Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- 4. Refusal to accept a response or proposal; and/or
- 5. Disqualification of CONSULTANT or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

# F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this CONTRACT, the CONSULTANT represents and warrants that it has complied with throughout the course of the solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this CONTRACT and may result in termination of this CONTRACT, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this CONTRACT is hereby incorporated into the material terms of this CONTRACT. CONSULTANT shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

Upon execution of this CONTRACT by CONSULTANT, CONSULTANT shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONSULTANT's reported subcontract participation is accurate. CONSULTANT shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONSULTANT's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONSULTANT, and no new CITY contracts shall be issued to the CONSULTANT until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the CONTRACT.

#### H. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by

S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the degree of aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

**Award** – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are distinguished from contract payments, the first, only reflect the anticipated dollar amounts the second, reflect actual dollar amounts that are paid to a contractor under an awarded contract).

**Best Value Contracting** – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) - a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR- assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals. Certification - the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these certification services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in the

Ordinance No. 2016-05-19-0367 Section III.E.6.

City - refers to the City of San Antonio, Texas.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

**Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement

manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project- specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and contractors that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

Minority/Women Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved

by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

<u>Hispanic-Americans</u>: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

<u>Asian-Americans</u>: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

<u>Native Americans</u>: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of "Race-Conscious"). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Race-Neutral** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of "Race-Neutral").

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

**SBE Directory** – a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the SBEDA Program.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

**Suspension** – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

Subcontractor/Supplier Utilization Plan – a binding part of this CONTRACT which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this CONTRACT, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this CONTRACT, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this CONTRACT to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in the Ordinance is not inclusive of MBEs.

#### XXVI. CONTRACT DOCUMENTS; ENTIRE AGREEMENT

26.1 Each of the Attachments listed below is an essential part of the CONTRACT, which governs the rights and duties of the Parties, and shall be interpreted in the order of priority as they appear below. This CONTRACT, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this

CONTRACT shall be deemed to exist or to bind the Parties unless same be executed in accordance with Article XV, Amendment.

- a. This Professional Services Contract;
- b. City's Request for Proposal for Homeless Strategic Plan Consultant, RFP 19-082; RFx 6100011678, including all attachments, addendums, and clarification statements (Attachment A);
- c. Consultant's Proposed Plan (Attachment B); and
- d. Consultant's Response to the Request for Proposal referenced in subsection b. above (Attachment C).

**EXECUTED** and AGREED to as of the dates indicated below. This CONTRACT may be executed in multiple copies, each of which shall constitute an original.

CITY City of San Antonio, a Texas municipal corporation	CONSULTANT The Center for Common Concerns Dba HomeBase, a California nonprofit corporation
Melody Woosley, Director Department of Human Services	Nikka Rapkin Executive Director
Date	Date
APPROVED AS TO FORM:	
Assistant City Attorney	

#### Attachments

Attachment A - City's Request for Proposal for Homeless Strategic Plan Consultant, RFP 19-082; RFx 6100011678, including all attachments, addendums, and clarification statements

Attachment B - Consultant's Proposed Plan

Attachment C - Consultant's Response to City's Request for Proposal

# Attachment A

# CITY OF SAN ANTONIO DEPARTMENT OF HUMAN SERVICES



# REQUEST FOR PROPOSALS ("RFP")

for

# HOMELESS STRATEGIC PLAN CONSULTANT

(RFP 19-082; RFx 6100011678) VER 4

Release Date: JUNE 18, 2019 Proposals Due: AUGUST 9, 2019

#### RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

# 002 - TABLE OF CONTENTS

Section Number	Section Name	Page Number
001	Cover Page	1
002	Table of Contents	2
003	Background	3
004	Scope of Service	3
005	Additional Requirements	5
006	Term of Contract	6
007	Pre-Submittal Conference	6
008	Proposal Requirements	6
009	Changes to RFP	8
010	Submission of Proposal	8
011	Restrictions on Communication	10
012	Evaluation of Criteria	10
013	Award of Contract and Reservation of Rights	11
014	Schedule of Events	12
	Section 015 - RFP Exhibits	
RFP Exhibit 1	SBEDA Ordinance Compliance Provisions	14
RFP Exhibit 2	Insurance Requirements	145
RFP Exhibit 3	Indemnification Requirements	17
RFP Exhibit 4	Local Preference Program	18
RFP Exhibit 5	Veteran-Owned Small Business Preference Program	19
RFP Exhibit 6	Prohibition on Contracts with Companies Boycotting Israel	20
RFP Exhibit 7	Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited	21
RFP Exhibit 8	Sample Contract	22
	Section 016 - RFP Attachments	MATERIAL STEEL
Respondent's Proposal	must contain the following documents. These forms can be found as a this RFP or web links, as indicated.	ttachments t
Attachment A, Part 1	General Information	32
Attachment A, Part 2	Experience, Background, Qualifications	36
Attachment A, Part 3	Proposed Plan	37
Attachment B	Price Schedule	38
Attachment C	Contracts Disclosure Form	39
Attachment D	Litigation Disclosure Form	40
Attachment E	SBEDA Form	41
Attachment F	Local Preference Program Identification Form	42
Attachment G	Veteran-Owned Small Business Preference Program Identification Form	43
Attachment H	Certificate of Interested Parties Form 1295	44
Attachment I	Signature Page	45
	Proposal Checklist	- WE

#### 003 - BACKGROUND

The City of San Antonio, Department of Human Services (City) promotes lifelong success for individuals and families by providing human services and connections to community resources that improve the quality of life for our most vulnerable residents and advance the City of San Antonio's vision of prosperity. In particular, investments are designed to impact those most vulnerable in our community; including individuals experiencing homelessness by ensuring that homelessness is rare, brief and non-recurring.

#### 004 - SCOPE OF SERVICE

The City, in coordination with the South Alamo Regional Alliance for the Homeless (SARAH), local homeless continuum of care, seeks proposals from qualified Respondents to lead a strategic planning process that will create a five to ten year community-wide homeless strategic plan. This plan will be used to guide program implementation, operations and allocation of resources in San Antonio and Bexar County to make to make the greatest impact possible in improving the quality of life for residents struggling with one-time, episodic and chronic occurrences of homelessness. Ultimately, the plan is intended to serve as a guideline for the City, SARAH, and community partners and funders homeless supports and services.

In conducting the strategic planning process, the consultant is expected to work with stakeholders from multiple, local sectors to ensure that the review is inclusive of homeless stakeholder input including but not limited to homeless services providers, law enforcement, medical and behavioral health systems, private sector entities, public school systems, higher education institutions, housing industry, other governmental entities, and community stakeholders. It should also be reflective of the community's unique assets including the Haven for Hope Transformation Campus and Courtyard, which provides some level of services to almost 80% of individuals in the homeless system. Challenges to addressing homelessness in the San Antonio community should also be noted. The target is to have the strategic plan finalized by the end of March 2020.

In developing the homeless plan, the consultant will develop and implement a communication and input gathering strategy to engage identified and new stakeholder groups in the development of the strategic plan to include residents, current and previous homeless individuals, funders, businesses, non-profit agencies, faith based congregations, education systems, and government organizations. This strategy should encompass:

- · Conducting focus groups, surveys, interviews, and community meetings;
- · Ongoing communication to inform and educate all stakeholders about system recommendations; and
- Development of a marketing strategy to distribute the plan to the community and build support for implementation, once complete.

Targeted tasks as a part of the strategic planning process include but are not limited to: data gathering, system mapping, and development of a five to ten year homeless strategic plan.

#### Data Gathering

Consultant will meet with key staff to conduct a system evaluation to assess the effectiveness and efficiency of the current homeless system across San Antonio and Bexar County. Given the various models of care and definitions of homelessness (e.g. HUD and McKinney Vento), the analysis should note these differences and any limitations to the analysis.

- Consultant shall gather data and provide current performance statistics and use the information to compare
  local performance amongst comparable communities. Criteria for identifying such comparable communities
  should be provided prior to proceeding with such comparisons. The metrics and indicators analyzed should
  include, but not be limited to the following (data should be provided at two levels (1) the community level
  and (2) the individual capacity of homeless services organizations):
  - Number of Homeless Individuals entering system annually
    - Differentiation between new versus recurring episodes of homelessness
  - Analysis of homeless demographics and population trends
    - Examples include chronic and episodic homelessness, families, Veterans and Youth, college students, Elderly, LGBQT, Migrants, and individuals discharged from hospitals, behavioral health facilities, and penal institutions.
  - Analysis of homeless prevention services to include but not be limited to accessibility to affordable housing, federal and private funded resources. (number served and on waitlists)
  - Analysis of entry points into homelessness (justice system, unemployment, foster care, natural disaster, substance abuse, mental illness, etc.)
  - Average length of homelessness (days)
  - Average time to obtain permanent housing from entry into homeless system
  - Permanent housing placement rates and recidivism rates.
  - Include increases in income for homeless (employment and non-employment income)

#### 005 - ADDITIONAL REQUIREMENTS

#### Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the performance of services. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

#### Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

#### Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Contract,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

#### Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

#### Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to the resulting contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used in this document means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording

medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in this document, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded a contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded a contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

Respondent, if selected, agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access and retention.

#### 006 - TERM OF CONTRACT

A contract awarded in response to this RFP will be for a one (1) year period with no renewal options. However, the City may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of City's budget for each fiscal year.

#### 007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the City of San Antonio Finance Department-Purchasing Division, Riverview Tower, Large Conference Room, 111 Soledad, 11<sup>th</sup> Floor, San Antonio, Texas 78205 at 11:00 a.m. Central Time, on June 24, 2019. A second Pre-Submittal Conference will be held at the same location at 11:00 a.m. Central Time, on July 22, 2019. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional but highly encouraged.

Respondents that are not able to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: 1-855-850-2672

V Named at

Access Code: 990 732 149

This meeting place is accessible to disabled persons. The City of San Antonio - Finance Department is wheelchair accessible. The accessible entrance is located at the main entrance facing Soledad Street. Accessible parking spaces are located in the parking lot of the building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-5734 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Conference.

#### 008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

If submitting a hard copy proposal, submit one (1) <u>COMPLETE</u> original hard copy of your proposal, signed in ink, nine (9) hard copies WITH ONLY TABS and documents for the General information Form; Experience, Background, and Qualifications; Proposed Plan, Contracts Disclosure Form, etc. (No Pricing, SBEDA, LPP, AND/OR VOSB forms TO BE INCLUDED in the 9 additional copies) and one (1) copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal. Each of the <u>item requirements listed below</u> must be labeled with the heading indicated below as a <u>separate file</u> on the CD or USB flash drive.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

#### **TABLE OF CONTENTS**

**EXECUTIVE SUMMARY.** The summary shall highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

\*PRICE SCHEDULE. Use the Price Schedule that is found in this RFP as Attachment B.

<u>CONTRACTS DISCLOSURE FORM.</u> Complete and submit a Contracts Disclosure Form with the proposal as Attachment C. The Contracts Disclosure Form may be downloaded at: https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf

- 1. Download form and complete all fields. All fields must be completed electronically prior to submitting the form.
- 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. names of the agency board members and executive committee members,
  - b. list of positions they hold as an individual or entity seeking action on any matter listed:
    - (1) The identity of any individual who would be a party to the transaction;
    - (2) The identity of any entity that would be a party to the transaction and the name of:
      - a. Any individual or entity that would be a subcontractor to the transaction;
      - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
      - c. The board members, executive committee members, and officers of entities listed above; and
    - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
- 3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

**LITIGATION DISCLOSURE FORM.** Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

\*SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign, and submit any and all SBEDA form(s), found in this RFP as Attachment E.

\*LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign, and submit LPP Identification Form found in this RFP as Attachment F.

\*VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM. Complete, sign, and submit VOSB Identification Form found in this RFP as Attachment G.

**PROOF OF INSURABILITY.** Submit a letter from insurance provider stating provider's commitment to ensure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

<u>CERTIFICATE OF INTERESTED PARTIES HB Form 1295</u>. Respondent must complete, sign, and submit HB Form 1295 as RFP Attachment H. You may download a copy of the form at:

https://www.ethics.state.tx.us/filinginfo/1295

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SIGNATURE PAGE. Respondent must complete, sign, and submit the Signature Page found in this RFP as Attachment I. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment J.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed, and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

#### 009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP.

#### 010 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal or in hard copy format.

Submission of Hard Copy Proposals. Respondent shall submit one COMPLETE original signed in ink, nine (9) additional hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, Contracts Disclosure Form, etc. (NO Pricing, SBEDA, LPP, AND/OR VOSB forms TO BE INCLUDED in the 9 copies) and one (1) COMPLETE copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the, "HOMLESS STRATEGIC PLAN CONSULTANT, RFP 19-082" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number, and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than 11:00 a.m., Central Time, on August 9, 2019, at the address below. Any proposal or modification received after this time shall not be considered and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk

Attn: DEPARTMENT OF HUMAN SERVICES, HOMLESS STRATEGIC PLAN CONSULTING, RFP 19-082

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

c/o Municipal Archive & Records Facility

Attn: DEPARTMENT OF HUMAN SERVICES, HOMLESS STRATEGIC PLAN CONSULTING, RFP 19-082

719 S. Santa Rosa

San Antonio, Texas 78204

Proposals sent by facsimile or email will not be accepted.

<u>Submission of Electronic Proposals</u>. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three (3) ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. ORIGINAL and/or ELECTRONIC proposals must include ALL the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed as in the Table of Contents page and, for hard copy submissions, ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by an asterisk in Section 008, Proposal Requirements MUST be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a USB flash drive, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

<u>Modified Proposals</u>. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <a href="http://www.sanantonio.gov/purchasing/">http://www.sanantonio.gov/purchasing/</a>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

#### Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

<u>Firm Offer</u>. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

<u>Confidential or Proprietary Information</u>. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

#### 011 - RESTRICTIONS ON COMMUNICATION

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 2:00 p.m., Central Time, on July 24, 2019. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Tony Aguilar, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
Tony.Aguilar@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

Questions submitted and the City's responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact (Lucy Barbosa) may be reached by telephone at (210) 207-3922 or by email at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at <a href="mailto:vendors@sanantonio.gov">vendors@sanantonio.gov</a> for assistance with vendor registration.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

#### 012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional

information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council by adoption of an Ordinance.

#### **Evaluation Criteria:**

- A. Experience, Background, Qualifications (35 points):
- B. Proposed Plan (25 points):
- C. Price (15 points):
- D. Small Business Economic Development Advocacy Program (SBEDA) (10 points):

SBE Prime Contract Program - 5 points

Certified SBE firms (see Small Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORs proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive five 5 evaluation criteria points, and

#### M/WBE Prime Contract Program - 5 points

Certified M/WBE firms (see Minority/Women Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORs proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive five 5 evaluation criteria points.

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORs through subcontracting to certified SBE or M/WBE firms.

#### E. Local Preference (LPP) Ordinance (up to 10 points):

10 evaluation points for local businesses headquartered for one year or more within the incorporated San Antonio City limits, **OR**;

5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for one year or more, from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based or a minimum of 100 employees; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

#### F. Veteran-Owned Small Business (VOSB) Preference Program (5 points):

5 evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

#### 013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

The contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; their spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – Form may be found online at <a href="https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf">https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf</a>

<u>Independent Contractor</u>. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See §176.006(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

#### https://ethics.state.tx.us/forms/conflict/

In addition, please complete the City's Addendum to Form CIQ (Form CIQ-A) and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

#### http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, Texas, 78204.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

# 014 - SCHEDULE OF EVENTS

Following is a list of projected dates/times with respect to this RFP:

RFP Release Date:	JUNE 18, 2019	
Pre-Submittal Conference:	JUNE 24, 2019 @ 11:00 a.m., Central Time	
2 <sup>nd</sup> Pre-Submittal Conference	JULY 22, 2019 @ 11:00 a.m., Central Time	
Final Questions Accepted:	JULY 24, 2019 @ 2:00 p.m., Central Time	
Proposal Due:	AUGUST 9 @ 11:00 a.m., Central Time	

# 015 - RFP EXHIBITS

# **RFP EXHIBIT 1**

# **SBEDA Ordinance Compliance Provisions**

Posted as a separate document.

# SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

# Homeless Strategic Plan Consulting Services Exhibit 1

#### A. SBEDA Program

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The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

# B. SBEDA Program Compliance - Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives (API) to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are necessary to attain satisfactory performance under this Agreement:

<u>Please note</u> that failure to meet the subcontracting API requirements (when applicable) will deem the response non-responsive. To be SBEDA eligible a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. The guidelines and steps to be certified by SCTRCA are available at: <a href="https://sctrca.org/get-certified/">https://sctrca.org/get-certified/</a>

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 5. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, RESPONDENT affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), RESPONDENT agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 6. (d), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, RESPONDENT affirms that if it is presently certified as an M/WBE (see *Minority/Women* 

Business Enterprise definition), RESPONDENT agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm.

# C. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a specified subcontracting goal included in this solicitation by submitting the Subcontracting Goal- Waiver Request form (available at http://www.sanantonio.gov/SBO/Forms.aspx) with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. Late Waiver requests will not be considered. More information on the good faith effort criteria is available within the Waiver Request Evaluation Criteria Subcontracting Goal http://www.sanantonio.gov/SBO/Forms.aspx.

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <a href="http://www.sanantonio.gov/SBO/Forms.aspx">http://www.sanantonio.gov/SBO/Forms.aspx</a>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.** 

# D. SBEDA Program Compliance - General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY

departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;

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- CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible noncompliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
- 3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
- 4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
- CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
- 6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum 7of four years or as required by state law following the final determination of litigation, whichever is later.
- 7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and

the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

For more information please see link: http://www.sanantonio.gov/SBO/Compliance

#### E. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

- Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
- Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
- 3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
- Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
- 5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

- 1. Suspension of contract
- 2. Withholding of funds

- 3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance
- 4. Refusal to accept a response or proposal
- Disqualification of CONSULTANT or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

# F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

# G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

#### H. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of raceand gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the degree of aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

**Award** – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are distinguished from contract payments, the first, only reflect the anticipated dollar amounts the second, reflect actual dollar amounts that are paid to a contractor under an awarded contract).

**Best Value Contracting** – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) – a mandatory electronic system of hardware and software programs by which the City recommends <u>all</u> prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these certification services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in the Ordinance No. 2016-05-19-0367 Section III.E.6.

City - refers to the City of San Antonio, Texas.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

**Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Emerging M/WBE** – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the

U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

**Formal Solicitation** – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORs that represent the interests of SBE and/or M/WBEs in order

to identify qualified and available SBE or M/WBE Subcontractors.)

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

Minority/Women Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

M/WBE Subcontracting Program - an API in which Prime Contractors or vendors are

required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

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- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

<u>Hispanic-Americans</u>: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

<u>Asian-Americans</u>: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native

**Originating Department** – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of "Race-Conscious"). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Race-Neutral** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of "Race-Neutral").

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) — also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

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**SBE Directory** – a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the SBEDA Program.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor - any vendor or contractor that is providing goods or services to a Prime

Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

**Suspension** – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

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#### INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below and which shall be made a part of the resulting contract:

- A) Prior to the commencement of any work under this Contract, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Department of Human Services, which shall be clearly labeled "RFP Homeless Strategic Plan Consultant" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Department of Human Services. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Contract. In no instance will City allow modification whereby City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

INSURANCE TYPE	LIMITS
Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance	For Bodily Injury and Property Damage
to include coverage for the following:	\$1,000,000 per occurrence;
a. Premises/Operations	\$2,000,000 general aggregate, or its equivalent
<ul><li>b. Products/Completed Operations</li><li>c. Personal/Advertising Injury</li><li>d. Contractual Liability</li></ul>	in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and
a. Owned/leased vehicles	Property Damage of \$1,000,000 per
<ul> <li>b. Non-owned vehicles</li> </ul>	occurrence.
c. Hired Vehicles	
<ol> <li>Professional Liability (Claims-made Coverage)</li> </ol>	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
	Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CLTY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Respondent shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Department of Human Services
P.O. Box 839966
San Antonio, Texas 78283-3966

- F) Respondent agrees that with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
  - Name the City, its officers, officials, employees, volunteers, and elected representatives as <u>additional</u> <u>insureds</u> by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where
    the City is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, general liability, and automobile liability policies will provide a
    waiver of subrogation in favor of the City.
  - Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- H) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this contract.
- J) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this contract.
- K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

#### INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Contract, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

<u>Defense Counsel</u> - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

<u>Employee Litigation</u> - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

#### LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82<sup>nd</sup> Texas Legislature adopted a revision to the law that allowed the City of San Antonio ("City") to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

#### VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

#### PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Respondent hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Respondent's certification. If found to be false, or if Respondent is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

#### SAMPLE CONTRACT

Contract #
------------

## PROFESSIONAL SERVICES CONTRACT WITH

acting	CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation ( "CITY"), by and through its Director of the Department of Human Services and ("CONSULTANT"), both of which may be tively referred to as the "Parties."		
	arties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained the performance and accomplishment of the tasks hereinafter described.		
	I. TERM		
1.1	This CONTRACT shall commence on and shall terminate on unless earlier termination shall occur pursuant to any provision hereof.		
1.2	If funding for the entire CONTRACT is not appropriated at the time this CONTRACT is entered into, CITY retains the right to terminate this CONTRACT at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in Section 1.1 is subject to and contingent upon subsequent appropriation.		
	II. SCOPE OF SERVICES		
2.1	The CONSULTANT agrees to provide all services in compliance with the Statement of Work attached hereto and incorporated herein as <b>Attachment A</b> in a manner satisfactory to the Director of the Department of Human Services ("Director"). The determination made by Director shall be final, binding and conclusive on all Parties hereto. CITY shall have the right to terminate this CONTRACT, in whole or in part, in accordance with Article XIV, Termination, should CONSULTANT's work not be satisfactory to Director; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should CITY elect not to terminate.		
	[OR]		
2.1	CONSULTANT agrees to provide the services described in this Article II, Scope of Services, in exchange for the compensation described in Article III, Compensation To Consultant.		
	[Fill in the actual scope of services for the contract here.]		
2.2	All work performed by CONSULTANT hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. CITY shall be under no obligation to pay for any work performed by CONSULTANT, which is not satisfactory to Director. CITY shall have the right to terminate this CONTRACT, in accordance with Article XIV. Termination, in whole or in part, should CONSULTANT's work not be satisfactory to Director; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.		
	III. COMPENSATION TO CONSULTANT		
3.1	In consideration of CONSULTANT's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this CONTRACT, CITY agrees to pay CONSULTANT an amount not to exceed \$ as total compensation, to be paid to CONSULTANT		
3.2	CONSULTANT shall submit monthly invoices to CITY, in a form acceptable to CITY, which CITY shall pay within thirty (30) days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Department of Human Services, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.		
3.3	The Parties hereby agree that all compensable expenses of CONSULTANT have been provided for in the total payment to CONSULTANT as specified in Section 3.1 above. No additional fees or expenses of CONSULTANT shall be charged by		

- CONSULTANT nor be payable by CITY, without prior approval and written agreement of the Parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefor.
- 3.4 Final payment due under the CONTRACT will not be paid until the final work product and services have been received, performed and are approved by the CITY. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.
- 3.5 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONSULTANT, including any subcontractors, for payment of any monies for provision of any goods or services.
- 3.6 If this CONTRACT is partially or wholly grant funded, and reduced funds are awarded to the CITY, the budget for this CONTRACT may be adjusted to correspond to the actual award received by the CITY.

#### IV. INDEPENDENT CONTRACTOR

4.1 CONSULTANT understands and agrees that CONSULTANT is an independent contractor, and not an officer, agent, servant or employee of CITY, and that CONSULTANT is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that the CITY shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto. CONSULTANT understands and agrees that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the CONSULTANT under this CONTRACT and that the CONSULTANT has no authority to bind the CITY.

#### V. CONFIDENTIALITY

- 5.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this CONTRACT shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives a request to disclose or produce documents, CONSULTANT shall inform the CITY immediately for the purpose of receiving direction regarding the manner of processing.
- 5.2 CONSULTANT shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that CONSULTANT may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

#### VI. OWNERSHIP OF DOCUMENTS

- Any and all writings, documents or information ("documents") produced by CONSULTANT or within CONSULTANT's custody pursuant to the provisions of this CONTRACT are the exclusive property of CITY; and no such documents shall be the subject of any copyright or proprietary claim by CONSULTANT.
- 6.2 CONSULTANT understands and acknowledges that as the exclusive owner of any and all such documents, CITY has the right to use all such documents as CITY desires, without restriction or further compensation to CONSULTANT. CONSULTANT shall deliver, at CONSULTANT's sole cost and expense, all CONTRACT related documents and reports to the CITY in accordance with the dates established under this CONTRACT, and in a timely and expeditious manner, and if a delivery date is not specified, then upon termination of the CONTRACT.
- 6.3 CONSULTANT shall notify CITY immediately of any requests for information from a third party which pertain to documents obtained and/or generated pursuant to this CONTRACT. CONSULTANT understands and agrees that CITY will process and handle all such requests.

#### VII. RIGHT OF REVIEW AND RECORDS RETENTION

- 7.1 CONSULTANT and its subcontractors, if any, shall properly, accurately and completely maintain all documents, and shall make such materials available to the CITY at their respective offices, at all reasonable times and as often as CITY may deem necessary during the CONTRACT period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives.
- 7.2 CONSULTANT shall retain any and all documents produced as a result of services provided hereunder for a period of four (4)

years (hereafter referred to as "retention period") from the date of termination of the CONTRACT. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, CONSULTANT shall retain the records until the resolution of such litigation or other such questions. CONSULTANT acknowledges and agrees that CITY shall have access to any and all such documents at any and all times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require CONSULTANT to return the documents to CITY at CONSULTANT's expense prior to or at the conclusion of the retention period. In such event, CONSULTANT may retain a copy of the documents.

#### VIII. LICENSES AND CERTIFICATIONS

8.1 CONSULTANT warrants and certifies that CONSULTANT and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and that CONSULTANT meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

#### IX. COMPLIANCE

- 9.1 CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.
- 9.2 The CONSULTANT certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
- 9.3 As a party to this CONTRACT, CONSULTANT understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, CONSULTANT certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
  - a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - b. Section 504 of the Rehabilitation Act of 1973, as amended;
  - c. The Age Discrimination Act of 1975, as amended;
  - d. Title IX of the Education Amendments of 1972, as amended; and
  - e. All applicable regulations implementing the foregoing laws.

#### X. CONFLICT OF INTEREST

- 10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the City's Ethics Code, from having a financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: (i) a City officer or employee; (ii) his parent, child, sibling, spouse or other family member within the first degree of consanguinity or affinity; (iii) an entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares of the entity, or (b\) 10% or more of the fair market value of the entity; or (iv) an entity in which any individual or entity listed above is a subcontractor on a City contract, a partner or a parent or subsidiary entity.
- 10.2 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that (i) by contracting with the City, CONSULTANT does not cause a City employee or officer to have a prohibited financial interest in the CONTRACT; and that
   (ii) it, its officers, employees and agents performing on this CONTRACT are neither a City officer nor an employee as defined by Section 2-52 (e) of the City's Ethics Code. CONSULTANT further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.
- 10.3 CONSULTANT acknowledges that City's reliance on the above warranties and certifications is reasonable.

#### XI. INSURANCE

- 11.2 The CITY reserves the right to review the insurance requirements of this Article during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this CONTRACT. In no instance will CITY allow modification whereupon CITY may incur increased risk.
- 11.3 A CONSULTANT's financial integrity is of interest to the CITY; therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by the CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
Workers' Compensation     Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. General Liability Insurance to include coverage for the following:  a. Premises operations b. Products/completed operations c. Personal/Advertising Injury	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability     a. Owned/leased vehicles     b. Non-owned vehicles     c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage.
5. Professional Liability*  (Claims made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.
* if applicable	

- 11.4 CONSULTANT also agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverages required of CONSULTANT herein, and provide a certificate of insurance and endorsement that names CONSULTANT and CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of CONSULTANT. CONSULTANT shall provide CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by CITY's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by CITY's Risk Manager, which shall become a part of the contract for all purposes.
- As they apply to the limits required by the CITY, the CITY, shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all required endorsements. CONSULTANT shall be required to comply with any such requests and shall submit requested documents to CITY at the address provided below within 10 days. CONSULTANT shall pay any costs incurred resulting from provision of said documents.

City of San Antonio Attn: Human Services Department P.O. Box 839966 San Antonio, Texas 78283-3966

- 11.6 CONSULTANT agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
  - Name the CITY, its officers, officials, employees, volunteers, and elected representatives as <u>additional insureds</u>
     <u>by endorsement</u>, as respects operations and activities of, or on behalf of, the named insured performed under
     contract with the CITY, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the CITY of San Antonio where the CITY is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, auto liability and general liability policies will provide a waiver of subrogation in favor of the CITY.
  - Provide advance written notice directly to CITY of any suspension or non-renewal in coverage, and not less than
    ten (10) days advance notice for nonpayment of premium.
- 11.7 Within five (5) days of a suspension, cancellation or non-renewal of coverage, CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONSULTANT's performance should there be a lapse in coverage at any time during this CONTRACT. Failure to provide and to maintain the required insurance shall constitute a material breach of this CONTRACT.
- In addition to any other remedies the CITY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.
- 11.9 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under this CONTRACT.
- 11.10 It is agreed that CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this CONTRACT.
- 11.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this CONTRACT and that no claim or action by or on behalf of the CITY shall be limited to insurance coverage provided.
- 11.12 CONSULTANT and any subcontractors are responsible for all damage to their own equipment and/or property.

#### XII. INDEMNITY

- 12.1 CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT's activities under this CONTRACT including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
- 12.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

- 12.3 Defense Counsel CITY shall have the right to select or to approve defense counsel to be retained by CONSULTANT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONSULTANT shall retain CITY approved defense counsel within seven (7) business days of CITY's written notice that CITY is invoking its right to indemnification under this CONTRACT. If CONSULTANT fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and CONSULTANT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 12.4 Employee Litigation In any and all claims against any party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

#### XIII. NON-DISCRIMINATION

As a condition of entering into this CONTRACT, CONSULTANT represents and warrants that it will not unlawfully discriminate in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, or customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities.

#### XIV. TERMINATION

- 14.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 14.2 TERMINATION BY NOTICE: The CONTRACT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) days from the date such notice is sent. If the notice does not specify a date of termination, the effective date of termination shall be thirty-five (35) days after the date the notice is sent. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination.
- 14.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, the non-defaulting party may elect to terminate this CONTRACT, in whole or in part, upon written notice, as of the date provided in the notice.
- 14.4 TERMINATION BY LAW: If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 14.5 NON-APPROPRIATION: In the event that through action or no action initiated by the City of San Antonio, the CITY's legislative body does not appropriate funds for the continuation of this CONTRACT and has no funds to do so from other sources, this CONTRACT may be terminated. To effect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the CONSULTANT written notice stating that the City of San Antonio failed to appropriate funds.
- 14.6 EFFECT OF TERMINATION: Upon the effective date of expiration or termination of this CONTRACT CONSULTANT shall cease all operations of work being performed by CONSULTANT or any of its approved subcontractors pursuant to this CONTRACT. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by CONSULTANT in accordance with Article VII, Right of Review and Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT's sole cost and expense.
- 14.7 Within thirty (30) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination. Failure by CONSULTANT to submit its claims within said thirty (30) days shall negate any liability on the part of CITY and constitute a waiver by CONSULTANT of any and all right or

claims to collect funds that CONSULTANT may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.

- 14.8 Upon termination of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT'S books, accounts, and records. Within thirty (30) days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY.
- 14.9 <u>Termination not sole remedy.</u> In no event shall CITY's action of terminating this CONTRACT, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue CONSULTANT for any default hereunder or other action.

#### XV. AMENDMENT

15.1 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the Parties unless such amendment be in writing, executed by both CITY and CONSULTANT and dated subsequent to the date hereof.

#### OR

- 15.1 Except where the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and CONSULTANT, and subject to approval by the City Council, as evidenced by passage of an ordinance.
- 15.2 It is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

#### XVI. NOTICE

Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to CITY or CONSULTANT at the respective address set forth below or to any other address of which written notice of change is given:

#### **CITY**

#### CONSULTANT

City of San Antonio Attn: Director Department of Human Services 106 St. Mary's Street, 7th Floor San Antonio, Texas 78205

#### XVII. LEGAL AUTHORITY

17.1 The person signing on behalf of CONSULTANT represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONSULTANT and has authority to bind CONSULTANT to all the terms, conditions, provisions and obligations contained herein.

#### XXVIII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 18.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
  - (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.
- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 18.3 "Company", for the purposes of this Article, means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly

owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

18.4 By submitting an offer to or executing contract documents with the City of San Antonio, CONSULTANT hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the CONTRACT. CITY hereby relies on CONSULTANT's verification. If found to be false, CITY may terminate this CONTRACT for material breach.

#### XIX. SUBCONTRACTING AND ASSIGNING INTEREST

- 19.1 CONSULTANT shall perform all necessary work or shall supply qualified personnel as maybe necessary to complete the work to be performed under this CONTRACT. CONSULTANT shall obtain prior written approval from CITY before assigning or subcontracting any responsibilities under this CONTRACT. The violation of this provision by CONSULTANT shall not release CONSULTANT from any obligation under the terms of this CONTRACT, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY which CITY sustains as a result of such violation.
- 19.2 Any services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by subcontractors with this CONTRACT shall be the responsibility of CONSULTANT. CITY shall in no event be obligated to any third party, including any subcontractor of CONSULTANT, for performance of services or payment of fees.

#### XX. PARTIES BOUND

20.1 This CONTRACT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without prior written consent of CITY in accordance with Article XIX, Subcontracting and Assigning Interest.

#### XXI. NON-WAIVER

21.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

#### XXII. VENUE AND GOVERNING LAW

- 22.1 ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.
- 22.2 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

#### XXIII. SEVERABILITY

23.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension, it is the intention of the Parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.

### XXIV. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION

24.1 Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. CONSULTANT hereby certifies that it is not identified on such a list and that it will notify CITY should it be placed on such a list while under contract with CITY. CITY hereby relies on CONSULTANT's certification. If found to be false, or if

CONSULTANT is identified on such list during the course of its contract with City, City may terminate this CONTRACT for material breach.

#### PROHIBITED CONTRIBUTIONS or RESERVED XXV.

- 25.1 CONSULTANT acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. CONSULTANT understands that if the legal signatory entering the contract has made such a contribution, the city may not award the contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.
- 25.2 CONSULTANT acknowledges that the City has identified this CONTRACT as high profile.
- CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that the individual signing this 25.3 CONTRACT has not made any contributions in violation of City Code Section 2-309, and will not do so for 30 calendar days following the award of this CONTRACT. Should the signor of this CONTRACT violate this provision, the City Council may, in its discretion, declare this CONTRACT void.

#### ENTIRE AGREEMENT XXVI.

26.1 Each of the Attachments listed below is an essential part of the CONTRACT, which governs the rights and duties of the Parties. This CONTRACT, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the matters of this CONTRACT shall be deemed to exist or to bind the Parties unless same be executed in accordance with Article XV, Amendment.

<b>EXECUTED</b> as of the date of the last party to sign below, the _	day of _	,	_
<u>CITY</u>		CONSULTANT	
City of San Antonio, Texas		W	
Melody Woosley, Director Department of Human Services			
Date APPROVED AS TO FORM:	Date		
Assistant City Attorney			

**ATTACHMENTS** Attachment A - Statement of Work

Attachment B – General Information Form

#### Attachment A

#### Statement of Work

CONSULTANT agrees to provide the following services and abide by the following provisions:

#### 016 - RFP ATTACHMENTS

#### RFP ATTACHMENT A, PART ONE

#### **GENERAL INFORMATION**

(NOTE: Co-Responde if awarded. Sub-contra	actors are not Co-Respondents a the required information in this	osing as a team or joint ventuand should not be identified h	lent. ure with each signing the contract nere. If this proposal includes Co- ndent by copying and inserting ar		
Respondent Name:(NOTE: Give exact leg	gal name as it will appear on the	contract, if awarded.)			
Principal Address:					
City:	State:	Zip Code:			
Telephone No	Fax	( No:			
Website address:		0.			
Year established:					
Provide the number of	years in business under present	name:			
Social Security Number	r or Federal Employer Identificat	ion Number:			
Texas Comptroller's Ta (NOTE: This 11-digit r	expayer Number, if applicable: number is sometimes referred to	as the Comptroller's TIN or T	ID.)		
DUNS NUMBER:	DUNS NUMBER:				
Individual or Sole Partnership Corporation If of Also, check one:	heck the box that indicates the box e Proprietorship. If checked, list checked, check one: For-ProDomes d, list business structure:	Assumed Name, if any: ofit Nonprofit sticForeign			
Printed Name of Contra	act Signatory:				
Job Title:			<del></del>		
each:	es under which Respondent has		years and length of time under for		
Provide address of office	ce from which this project wouldState:	be managed:			
Telephone No	Fax	( No:			
Annual Revenue: \$					
Total Number of Emplo	oyees:				
Total Number of Curre	nt Clients/Customers:				

Briefly	y describe other lines of business that the company is directly or indirectly affiliated with:
List R	elated Companies:
-	
Conta	act Information: List the one person who the City may contact concerning your proposal or setting dates ngs.
Name	e: Title:
Addre	ess:
	State:Zip Code:
Telep	hone No Fax No:
Email	
Does	Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or ture of key personnel within the next twelve (12) months?
Yes .	No
Is Re	spondent authorized to do business with the State of Texas Secretary of State?
Yes	No If "Yes", provide registration number.
Wher	e is the Respondent's corporate headquarters located?
Local	/County Operation: Does the Respondent have an office located in San Antonio, Texas?
Yes _	No If "Yes", respond to a and b below:
a. H	ow long has the Respondent conducted business from its San Antonio office?
Y	ears Months
b. S	tate the number of full-time employees at the San Antonio office.
If "No	, indicate if Respondent has an office located within Bexar County, Texas:
Y	es No If "Yes", respond to c and d below:
c. H	ow long has the Respondent conducted business from its Bexar County office?
Y	ears Months
d. S	tate the number of full-time employees at the Bexar County office
	rment/Suspension Information: Has the Respondent or any of its principals been debarred or suspendentracting with any public entity?

	of t	es No If "Yes", identify the public entity and the name and current phone number of a representative the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding debarment or suspension, including but not limited to the period of time for such debarment or suspension.
	Ye	rety Information: Has the Respondent ever had a bond or surety canceled or forfeited?  If "Yes", state the name of the bonding company, date, amount of bond and reason for such ncellation or forfeiture.
	_	
		<b>Inkruptcy Information</b> : Has the Respondent ever been declared bankrupt or filed for protection from creditors der state or federal proceedings?
		s No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of sets.
	froi	sciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action many regulatory bodies or professional organizations? Yes No If "Yes", state the name of the gulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.
		evious Contracts:  Has the Respondent ever failed to complete any contract awarded?
		Yes No If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
	b.	Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?  Yes No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
(	C.	Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?
		Yes No If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

#### REFERENCES

# Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years.

The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

Reference No. 1:		
Firm/Company Name		
Contact Name:		
Address:		
City:		
Email:		
Telephone No	Fax No:	
Date and Type of Service(s) Provided:		
Reference No. 2:		
Firm/Company Name		
Contact Name:		
Address:		
City:		
Email:		
Telephone No		
Date and Type of Service(s) Provided:		
Reference No. 3:		9
Firm/Company Name		
Contact Name:		
Address:	1-	
City:		Zip Code:
Email:		
Telephone No		
Date and Type of Service(s) Provided:		

#### RFP ATTACHMENT A, PART TWO

#### EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

- 1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. Identify associated results or impacts of the project/work performed, the various models of homelessness that were evaluated in prior projects, experience analyzing data, methodologies used, etc. Specifically expand on your experience in the areas of developing a strategic plan and the methods used during the process.
- 2. Describe your organization's experience with engaging community stakeholders?
- 3. Does your organization have experience working with homeless agencies or homeless related projects? If so, please describe.
- 4. Describe any outcomes associated with the work you've done in other communities regarding homelessness or developing a community strategic plan.
- 5. Provide a brief summary of organizations and/or communities you have worked with on projects comparable to the items required in the RFP Scope of Work.
- 6. Does anyone in your staff have experience working with homeless service providers or individuals/families experiencing homelessness? If so, please provide their resumes or a description of their work experience.
- 7. Does your organization or members of your team have expertise in Quality Improvement or System/Process Redesign Methodologies? If so, please explain.
- 8. Describe Respondent's specific experience with public entity clients. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
- 9. If Respondent is proposing to include sub-contractors, describe the rationale for selecting the team and the extent to which the Respondent and sub-contractors have worked together in the past.
- 10. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to this engagement and relevant experience on projects of similar size and scope.
- 11. Please provide brief resumes for key personnel and subcontractors to include at a minimum the individual's name, title, and years of experience, description of current and prior experience, licenses, and certifications, and office locations of key personnel that would be assigned to the City's engagement. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
- 12. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

#### RFP ATTACHMENT A, PART THREE

#### PROPOSED PLAN

Prepare and submit the following items:

- 1. Project Management Plan:
  - Describe the approach and methodology to be used to accomplish the deliverables listed in the Homeless Strategic Plan Request for Proposal?
  - The expectation is that the selected firm be able to travel to San Antonio/Bexar County to perform the duties outlined in the Scope of Work. Please provide your plan for discussions with the City of San Antonio and stakeholders?
  - Include proposed budget, organization chart to undertake the project, and the proposed deliverables.
  - Describe proposed marketing methods to promote and educate constituents on the Community Homeless Plan?
     In additional, explain methods to be used to promote community support of the plan.
- 2. Provide a detailed project schedule to complete the tasks and requirements set forth within this RFP.
- 3. Include any additional recommended activities/tasks not included in Scope of Services, which Consultant may recommend, be undertaken to ensure the reliability of the plan.
- 4. Identify any unique problems perceived by Consultant to achieve the Scope of Services within this RFP and goals of SA Tomorrow.

#### RFP ATTACHMENT B

#### PRICE SCHEDULE

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

Below proposed pricing should reflect services performed within the scope of services of this RFP.

Deliverables	Cost per deliverable	
Data Gathering	\$	
Communication	\$	
System Mapping	\$	
Development of 5-10 year Plan	\$	
Total Cost for Project	\$	

#### RFP ATTACHMENT C

#### CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf

- 1. Download form and complete all fields. All fields must be completed electronically prior to submitting the form.
- 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. names of the agency board members and executive committee members,
  - b. list of positions they hold as an individual or entity seeking action on any matter listed:
    - (1) The identity of any individual who would be a party to the transaction;
    - (2) The identity of any entity that would be a party to the transaction and the name of:
      - a. Any individual or entity that would be a subcontractor to the transaction;
      - Any individual or entity that is known to be a partner or a parent entity of any individual or entity who
        would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the
        execution of the transaction; and
      - c. The board members, executive committee members, and officers of entities listed above; and
    - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
  - c. names and titles of officers of the organization.
- 3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

#### RFP ATTACHMENT D

#### LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this felony or misdemeanor greater than a Class C in the last five (5) years?	engagement ever been indicted or convicted of a
Yes No	
Have you or any member of your Firm or Team to be assigned to this engation any work being performed for the City of San Antonio or any othe Entity?	
Yes No	-
Have you or any member of your Firm or Team to be assigned to this en with the City of San Antonio or any other Federal, State or Local Gove years?	
Yes No	
If you have answered "Yes" to any of the above questions, please included and the status and/or outcome of the information, indictment, coapplicable. Any such information should be provided on a separation with your proposal.	onviction, termination, claim, or litigation, as

#### RFP ATTACHMENT E

#### SBEDA FORM(S)

Posted as a separate document.



## CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

PRIME CONTRACTOR NAME:					2
Please review	the following in	formation before	completing the form:		
Prime contractor must <u>list <b>ALL</b></u> certified and non-certified Substitution.	contractors/Supplie	rs that will be utilized	for the entire contract peri	od (see page 2).	
2. A Subcontractor/Supplier Utilization Plan that <u>does not</u> satisfy (at the time of bid submission) by the Small Business Office wil			is solicitation and absent ar	n approved Subcontracti	ng Goal- Waiver
3. For a Prime contractor or Subcontractor to count toward a City same certification(s) from the South Central Texas Regional Ce					ible and have the
To be SBEDA eligible, a Prime contractor or Subcontractor musignificant business presence in the San Antonio Metropolitan vendorinformation/cosavendorlisting. For further clarification, document(s).	Statistical Area. SBE	DA eligibility can be	verified through the link ht	tp://www.sanantonio.go	v/purchasing/
To be Completed by City Staff			To be Completed by Prime Contractor		
SOLICITATION API's	EVALUATION POINTS APPLIED	CITY REQUIRED SUBCONTRACTING GOAL	PERCENT SBEDA ELIGIBLE PARTICIPATION	MEETING THE GOAL? (Y/N)	WAIVER SUBMITTED? (Y/N)
Small Business Enterprise (SBE) Prime Contract Program	5 points				
Minority and/or Women- Owned Business Enterprise (M/WBE) Prime Contract Program	5 points				
		L			L
I hereby affirm that the information on this form is true an Subcontractors/Suppliers confirming their intent to perform document shall be attached thereto and become a binding pa	n the scope of wo	best of my knowl rk for the price or	edge and belief. I posses percentage indicated. I u	s internal documentat understand and agree	ion from all propose that if approved, thi
Prime Contractor's Authorized Agent: Sign and Date		Name		Title	

# All sections of the following table must be completed for all firms listed. List all <u>certified or non-certified</u> Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PREFORMED (5 DIGIT NIGP CODE)
PRIME CONTRACTOR	) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (				
SUB			€		
SUB					
SUB					
SUB	,				
SUB					
SUB					
SUB				_	
SUB					
SUB					

# RFP ATTACHMENT F

# LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

# Finance Department - Purchasing Division

# Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- <u>Personal Property (Goods / Supplies)</u>: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- <u>Construction Services</u>: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

<u>City Business</u> is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- · Has an established place of business for one year or more in the incorporated limits of the City:
- (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
- (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a City Business.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

- Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
- 2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
- 3. Evidence of number of employees: Organizational charts, payroll records by location

# Finance Department - Purchasing Division Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BID	DFR'S /	RESPONDENT'S	S PERCENTAGE C	E OWNERSHIP I	N THE JOINT	VFN	ITURE %
OTATE BID	DEICOT	NEOF ONDERF	T ENGLITTAGE C	T OVIVEROIM 1	IV THE CONVI	VLI	// // // // // // // // // // // // //
REQUESTI VENTURE.	ED BY C	ITY TO SUBSTA	NTIATE THE EXIS	STANCE OF AND	OR PARTICI	PAT	DOCUMENTATION ION IN THE JOINT E THAT FAILS TO
SOLICITAT	ION NAM	ME/NUMBER:					<del></del>
PROVIDE HEADQUA		FOLLOWING	INFORMATION	REGARDING	BIDDER'S	1	RESPONDENT'S
	Name o	f Business:					

Name of Business:			
Physical Address:			
City, State, Zip Code:			
Phone Number:			
Email Address:			
Provide the total number of full-time, p Bidder / Respondent:	art-time, and contract p	ersonnel e	mployed by
Is Business headquartered within the inc Antonio city limits? (circle one)	corporated San	Yes	No
Has the business been headquartered in San Antonio city limits for one year or m		Yes	No
If the answers to the questions above a			to either of

# Finance Department - Purchasing Division Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract Bidder / Respondent in the local office:	t personnel e	mployed by
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

# Finance Department - Purchasing Division Local Preference Program Identification Form

#### **ACKNOWLEDGEMENT**

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIBBER OF REST STREET STREET
(Print Name) Authorized Representative of Bidder / Respondent
(Signature) Authorized Representative of Bidder / Respondent
Title
Date

DIDDED'S / DESDONDENT'S ELLI NAME

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.

# RFP ATTACHMENT G

# VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

# Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

**Certification**. The City relies on inclusion in the database of veteran-owned small businesses maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

**Preference**. The VOSB preference applies to procurements of discretionary expenditure and revenue contracts for goods, services, and concessions, where the selection criteria are not limited by state or federal law. The preference consists of 5% of the evaluation points for a business that is certified as a Veteran-Owned Small Business. Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of VOSB ownership of a joint venture responding to solicitations for which discretionary points are applied. There are no points available for VOSB subcontractors.

**Tracking**. In order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both the primary contract and subcontract levels.

**Exclusions**. This program does not apply to any expenditure or revenue contract with a value that is less than the amount that is required to be bid pursuant to state law (Chapter 252, Texas Local Government Code, as amended), currently \$50,000 or less, or where limited by state or federal law.

#### Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which
is manifested by a written agreement, between two or more independently owned and controlled
business firms to form a third business entity solely for purposes of undertaking distinct roles and
responsibilities in the completion of a given contract. Under this business arrangement, each joint
venture partner shares in the management of the joint venture and also shares in the profits or
losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A VETERAN'S PREFERENCE. THE RESPONDENT MUST COMPLETE AND SUBMIT THE FOLLOWING FORM TO BE IDENTIFIED AS A VETERAN-OWNED SMALL BUSINESS. IF RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH VOSB MEMBER OF A JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

## Veteran-Owned Small Business (VOSB) Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION IF RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT AND ANY OTHER DOCUMENTATION TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

#### INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE SECTION 1 OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE SECTIONS 1 AND 2 OF THIS FORM.
- IF SUBMITTING AS PART OF A JOINT VENTURE, COMPLETE SECTION 3 OF THIS FORM.
- IF SUBMITTING AS A JOINT VENTURE UTILIZING A SUBCONTRACTOR, COMPLETE SECTIONS 2 AND 3 OF THIS FORM.

# Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER:		g
Section 1: Prime Contractor		
Name of PRIME CONTRACTOR:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		
Section 2: Subcontractor  Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Post in a mark and		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:  Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)  If yes, provide the SBA Certification #	Yes	No
5 3/2		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

# Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Section 3: Joint Ventures		
Is Respondent submitting as part of a joint venture?  (circle one)	Yes	No
Name of Joint Venture VOSB Member:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration?  (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

## Veteran-Owned Small Business (VOSB) Preference Program Identification Form

#### **ACKNOWLEDGEMENT**

#### THE STATE OF TEXAS

RESPONDENT'S FULL NAME:

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

(Print Name) Authorized Representative of Resp	ondent
(Signature) Authorized Representative of Respo	ndent
Title	

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

#### RFP ATTACHMENT H

#### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <a href="https://www.ethics.state.tx.us/filinginfo/1295">https://www.ethics.state.tx.us/filinginfo/1295</a>

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the RFP number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234, or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

#### RFP ATTACHMENT I

#### SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <a href="http://www.sanantonio.gov/purchasing/">http://www.sanantonio.gov/purchasing/</a>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit 8, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name	÷		
Signature:			-21
Printed Name:			
Title:			

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

### RFP ATTACHMENT J

### PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and Three (3) Reference Letters RFP Attachment A, Part One	
Experience, Background and Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Price Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
+Local Preference Program Identification Form RFP Attachment F	
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment G	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter and Copy of Current Certificate of Insurance	
+Certificate of Interested Parties (Form 1295) RFP Attachment H	
+Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
+Signed Addenda, if applicable.	

Be sure all forms that require a signature are done so prior to submittal of the proposal.

<sup>+</sup>Documents marked with a (+) on this checklist require a signature.



#### ADDENDUM I

SUBJECT:	Request	for	Proposal	(RFP)	for	Homeless	Strategic	Plan	Consultant,	(RFP	019-082,	RF
	6100011	678),	Scheduled	l to Ope	n: Ju	ıly 18, 2019	; Date of Is	ssue: J	une 18, 2019			

FROM: Denise D. Gallegos, C.P.M., CPPB Procurement Administrator

<u>DATE</u>: June 25, 2019

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR PROPOSAL

### THE ABOVE MENTIONED REQUEST FOR QUALIFICATIONS IS HEREBY AMENDED AS FOLLOWS:

1. Change: Section 011 – RESTRICTIONS ON COMMUNICATION, Respondents may submit written questions concerning this RFP to the Staff Contract Person listed below until 2:00 p.m., Central Time, on JUNE 28, 2019.

Denise D. Gómez, C.P.M., CPPB

Procurement Administrator

Finance Department - Purchasing Division

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Signature



# ADDENDUM II

SUBJECT:	Request for Pro	oposal (RFP)	for	Homeless	Strategic	Plan	Consultant,	(RFP	019-082,	RFx
	6100011678), Sch	neduled to Ope	n: Ju	ıly 18, 2019	; Date of Is	ssue: J	une 18, 2019			
FROM:	Denise D. Gómez	, C.P.M., CPP	В							
	Procurement Adn	ninistrator								

DATE:

July 15, 2019

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR PROPOSAL

### PROPOSAL DEADLINE ADJUSTMENT:

The deadline for proposals for the subject RFP has been extended to 11:00 AM CT on August 9, 2019.

Denise D. Gómez, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date	
Company Name	
Address	
City/State/Zip Code	
Signature	



#### ADDENDUM III

SUBJECT:

Request for Proposal (RFP) for Homeless Strategic Plan Consultant, (RFP 019-082, RFx 6100011678),

Scheduled to Open: August 9, 2019; Date of Issue: June 18, 2019

FROM:

Denise D. Gómez, C.P.M., CPPB

Procurement Administrator

DATE:

July 16, 2019

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED REQUEST FOR PROPOSAL

#### THE ABOVE MENTIONED RFP IS HEREBY AMENDED AS FOLLOWS:

- Please ADD Small Business Economic Development Advocacy Program Presentation. This document is
  posted as a separate file.
- 2. Please ADD Pre-Submittal Sign In Sheet. This document is posted as a separate file.
- 3. Please REPLACE Section 004 Scope of Services, in its entirety, with the below:

#### "004 - SCOPE OF SERVICES

The City, in coordination with the South Alamo Regional Alliance for the Homeless (SARAH), local homeless continuum of care, seeks proposals from qualified Respondents to lead a strategic planning process that will create a five to ten year community-wide homeless strategic plan. This plan will be used to guide program implementation, operations and allocation of resources in San Antonio and Bexar County to make to make the greatest impact possible in improving the quality of life for residents struggling with one-time, episodic and chronic occurrences of homelessness. Ultimately, the plan is intended to serve as a guideline for the City, SARAH, and community partners and funders homeless supports and services.

In conducting the strategic planning process, the consultant is expected to work with stakeholders from multiple, local sectors to ensure that the review is inclusive of homeless stakeholder input including but not limited to homeless services providers, law enforcement, medical and behavioral health systems, private sector entities, public school systems, higher education institutions, housing industry, other governmental entities, and community stakeholders. It should also be reflective of the community's unique assets including the Haven for Hope Transformation Campus and Courtyard, which provides some level of services to almost 80% of individuals in the homeless system. Challenges to addressing homelessness in the San Antonio community should also be noted. The target is to have the strategic plan finalized by the end of March 2020.

In developing the homeless plan, the consultant will develop and implement a communication and input gathering strategy to engage identified and new stakeholder groups in the development of the strategic plan to include residents, current and previous homeless individuals, funders, businesses, non-profit agencies, faith based congregations, education systems, and government organizations. This strategy should encompass:

- Conducting focus groups, surveys, interviews, and community meetings;
- · Ongoing communication to inform and educate all stakeholders about system recommendations; and
- Development of a marketing strategy to distribute the plan to the community and build support for implementation, once complete.

Targeted tasks as a part of the strategic planning process include but are not limited to: data gathering, system mapping, and development of a five to ten year homeless strategic plan.

#### Data Gathering

Consultant will meet with key staff to conduct a system evaluation to assess the effectiveness and efficiency of the current homeless system across San Antonio and Bexar County. Given the various models of care and definitions of homelessness (e.g. HUD and McKinney Vento), the analysis should note these differences and any limitations to the analysis.

- Consultant shall gather data and provide current performance statistics and use the information to
  compare local performance amongst comparable communities. Criteria for identifying such comparable
  communities should be provided prior to proceeding with such comparisons. The metrics and indicators
  analyzed should include, but not be limited to the following (data should be provided at two levels (1)
  the community level and (2) the individual capacity of homeless services organizations):
  - Number of Homeless Individuals entering system annually
    - Differentiation between new versus recurring episodes of homelessness
  - Analysis of homeless demographics and population trends
    - Examples include chronic and episodic homelessness, families, Veterans and Youth, college students, Elderly, LGBQT, Migrants, and individuals discharged from hospitals, behavioral health facilities, and penal institutions.
  - Analysis of homeless prevention services to include but not be limited to accessibility to affordable housing, federal and private funded resources. (number served and on waitlists)
  - Analysis of entry points into homelessness (justice system, unemployment, foster care, natural disaster, substance abuse, mental illness, etc.)
  - Average length of homelessness (days)
  - Average time to obtain permanent housing from entry into homeless system
  - Permanent housing placement rates and recidivism rates.
  - Include increases in income for homeless (employment and non-employment income)
  - Permanent Housing Recidivism rates for 1 and 2 years
  - Analysis of the locations of permanent housing placements and type of housing secured.
  - Analysis of homeless households with employment or receiving non-employment income.
  - Analysis of the organizations providing services to persons experiencing homelessness to include: types of services provided, number of clients served (by service type), eligibility criteria to receive services, and other relevant criteria utilized to asses scale of available service provisions.
- The report should assess equity in homeless services and access to housing placements (e.g. access, availability and effectiveness – including access to medical and mental health needs). Equity should be assessed across all levels of service intervention.
- Provide review of various electronic data collection systems used by homeless service providers to include: Homeless Management Information System, Coordinated Entry, TAV Health systems and others to assess opportunities for data sharing and collaboration.
- Gather and document the local, state, federal and private funding sources supporting the current homeless
  system and recommend opportunities to expand funding or improve efficiency. Such documents should
  include the metrics and standards utilized by each of these sources for the purpose of evaluating
  alignment across funders as well as opportunities for improved alignment across stakeholders.
- Evaluate current housing stock, affordability, and include projections on population growth and the availability of affordable housing
- Assess the impact of the aging population on the homeless system including the outlook for permanent supportive housing, assisted living, and behavioral and medical care including projections related to healthcare coverage and associated costs to provide support for those that are considered unfunded

- There should also be a qualitative analysis of the Evidence-Based Practices (EBP) currently
  implemented by community stakeholders to assess the quality of services and the number of persons
  being served by EBP's, including but not limited to:
  - o Trauma Informed Care
  - Substance Abuse and Mental Health Services Administration (SAMHSA) Motivational Interviewing
  - SAMHSA Supported-Employment Toolkit
  - o SAMHSA Permanent Supportive Housing Toolkit
  - SAMHSA Integrated Treatment for Co-Occurring Disorders Toolkit
  - o Certified Peers Specialists and Peer Recovery Coaches

#### System Mapping

Consultant will create a visual and written system map and gap analysis to demonstrate community need for homeless interventions and target populations for each intervention. Additionally, the map should include analysis on component and overall system effectiveness, opportunities for enhancement, and existing gaps (ranked by importance).

The system map should also provide recommendations on how to incorporate opportunities for cross-collaboration between homeless, healthcare, judicial, faith-based, foster care, military, colleges/universities, school districts and government organizations and systems. This should include documentation of current partnerships, existing collaborations and recommend improvements for the coordination of services.

In developing the systems map and framing recommendations, the consultant should evaluate the various models of care operated in San Antonio to include: service enriched housing, Housing First and other federal models, Healthy Community Collaborative, in addition to performance expectations imposed by funding sources such as, U.S. Department of Housing and Urban Development (HUD), City of San Antonio, Bexar County, United Way of San Antonio and Bexar County, Methodist Healthcare Ministries, Kronkosky Charitable Foundation, San Antonio Area Foundation and other key funding sources.

#### Five to Ten Year Homeless Strategic Plan

Utilizing analysis from the data gathering, system mapping, and community feedback, the consultant will develop a five to ten year strategic plan that includes recommendations for implementation and needed resource supports. This plan should reflect identified and unique local needs and assets and existing local reports and assessments. Additionally, the plan should align with the Federal Strategic Plan to End Homelessness, to the extent possible.

The strategic plan shall include the Community's shared vision, goals, strategies, roles and responsibilities and measurable outcomes. Recommendations should include a definition of success for addressing homelessness for San Antonio's homeless system, including identification of community-wide metrics to serve as a guide to define "success" locally. Further, the plan should include financial estimates and recommendations related to existing programs and recommendations related to new or enhanced programs."

# 4. Please INSERT the below to RFP, Section 007 - Pre-Submittal Conference, 1st paragraph, 2nd sentence to read;

"A second Pre-Submittal Conference will be held at 111 Soledad, 11th Floor, San Antonio, Texas 78205 at 11:00 a.m. Central Time, on July 22, 2019.

Dial-in number for the conference is 1-855-850-2672. Access Code: 990 732 149"

### 5. Please CHANGE RFP, Section 011- Restrictions On Communications, 6th Paragraph To Read:

"Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the RFP until 2:00 p.m., Central Time, on July 24, 2019."

#### 6. Please CHANGE RFP, Section 014 - Schedule Of Events To Read:

RFP Release Date:	JUNE 18, 2019
Pre-Submittal Conference:	JUNE 24, 2019 @ 11:00 a.m., Central Time
2 <sup>nd</sup> Pre-Submittal Conference	JULY 22, 2019 @ 11:00 a.m., Central Time
Final Questions Accepted:	JULY 24, 2019 @ 2:00 p.m., Central Time
Proposal Due:	AUGUST 9 @ 11:00 a.m., Central Time

#### 7. Please REPLACE RFP Attachment A, Part 2, Experience, Background, Qualifications, Question 1 to read:

"1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. Identify associated results or impacts of the project/work performed, the various models of homelessness that were evaluated in prior projects, experience analyzing data, methodologies used, etc. Specifically expand on your experience in the areas of developing a strategic plan and the methods used during the process."

#### QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 007, PRE-SUBMITTAL CONFERENCE:

On Monday, June 24, 2019, the City of San Antonio and the Department of Human Services hosted a Pre-Submittal Conference to provide information and clarification for the Homeless Strategic Plan Consultant Request for Proposal. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: Will we have access to data?

Response: Yes, the selected vendor will have access to available data.

Question 2: When is the contract expected to begin?

**Response:** It is anticipated that a contract as a result of this RFP will be effective August or September of 2019.

Question 3: Can you expand on the amount of stakeholder groups the consultant should engage?

**Response:** The City of San Antonio Dept. of Human Services presently has a listing of stakeholders previously engaged in discussions focused on homelessness which will be made available to the selected vendor. The stakeholder list includes homeless providers, governmental entities, health care systems, Chambers' of Commerce, hotel and hospitality industry, to name a few. It's expected for the selected vendor to modify the list as deemed necessary to ensure inclusiveness and relevance to the Homeless Strategic Plan.

Question 4: In terms of current stake holders, do we know how many?

Response: The City of San Antonio Dept. of Human Services presently has approximately 60 stakeholders on the current list.

**Question 5:** Have you conducted a plan in the past? Yes, and all reports on past strategic plans and assessments will be provided to the selected vendor.

Response: A plan has been conducted in the past.

# QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

Question 6: Will the list of pre-submittal conference attendees be made public?

**Response:** See Item #2 to this Addendum. The sign in sheet for the pre-submittal conference is posted to the City of San Antonio Bidding and Contracting Opportunities site as well as the Vendor Portal for this solicitation.

Question 7: Is there a not-to-exceed budget for this RFP?

Response: This project does not include a not-to-exceed budget.

Denise D. Gómez, C.P.M., CPPB
Procurement Administrator
Finance Department – Purchasing Division

Date	
Company Name	
Address	
City/State/Zip Code	
Signature	

# Attachment B

- Comprehensive, Multi-Part Evaluation of Homelessness and the Homeless System of Care:
   Using a variety of techniques, Homebase will gather and review quantitative and qualitative
   data on homelessness numbers and needs, the functioning and effectiveness of the current
   homeless system of care, considering both system- and program-level performance, and the
   efficiency of the system's resource allocation. Data and information to be reviewed
   includes:
  - Systemwide performance measures, including number of homeless individuals entering the system and if newly homeless or recurring, average length of homelessness, average time to permanent housing, permanent housing placement rates, increases in income and employment, and permanent housing recidivism. Data will be collected for the overall population as well as for key subpopulations (chronic, episodic, families, veterans, youth, elderly, at imminent risk, domestic violence, couch surfing, LGBTQ, migrant asylum seekers, and individuals discharged from health, behavioral health and criminal justice institutions).
  - o Entry points into homelessness and interaction with other systems of care.
  - Equity in homeless services (housing, health, mental health, etc.), considering access, availability and outcomes.
  - Homeless population needs
  - Impact of aging of the population on the homeless system, including needs for supportive housing and assisted living and health and behavioral health care, and projections for health care coverage and costs for unfunded care.
  - System capacity, including numbers served and on waitlists, including for prevention services.
  - Capacity/opportunities for data sharing and collaboration by the electronic data collection systems in use (HMIS, etc.).
  - Location of permanent housing placements and type of housing secured.
  - Current and projected housing stock and affordability.
  - Homeless households with employment or receiving non-employment income.
  - Scan of organizations providing services to people experiencing homelessness (services provided, numbers served, eligibility criteria, and other information to allow understanding of supply vs need). Will include identification and assessment of use of evidence-based practices (trauma-informed care, motivational interviewing, Housing First, supported employment, permanent supportive housing, integrated treatment for co-occurring disorders, and peer specialists and peer recovery coaches.
  - Funding sources supporting homeless system (local, state, federal and private), including their evaluation metrics and standards.

We will gather this information through a variety of complementary strategies, as outlined below. We will look to the Steering Committee to identify data sources and stakeholders to be interviewed.

- O Data gathering: We will gather all existing data from HMIS, PIT counts, HIC reports, data from other systems relating to homelessness, and other relevant sources. We will also gather data from communities similar to San Antonio/Bexar County from around the nation to serve as a base of meaningful comparison. Criteria for selecting these communities will be approved by the Steering Committee.
- <u>Document review:</u> We will review pertinent documents, such as the San Antonio Tomorrow Comprehensive Plan and the City of San Antonio HUD FY 2019 Action Plan, among others.
- <u>Key informant interviews:</u> We will conduct interviews with leading stakeholders to help contextualize data gathered and provide insight on issues and needs where data is lacking. We will use this process to reach out not only to those already engaged but to recruit new partners, such as the business community and higher education.
- <u>Client focus groups:</u> We will organize three client focus groups, each with a different sub-population.
- System Mapping and Gaps Analysis: Based on all of the data gathered, Homebase will develop a visual and written systems map that shows how consumers flow into, across and out of the system; referral patterns; interaction with other systems, and availability of housing and services. We will develop a gaps analysis that identifies unmet needs and prioritizes the gaps to be addressed. The gaps analysis will look at the homelessness system of care overall and at component, sub-population, and sub-regional needs, and will consider both the need for new programs as well as improvements to the operation of existing housing and services. It will also evaluate current partnerships and collaborations and identify needed improvements in service coordination and opportunities for additional cross-system collaboration.

The system map and gaps analysis will be combined with the system and data evaluation described above to form a comprehensive report that provides a baseline understanding of San Antonio/Bexar County's existing system of care (its structure, performance, and funding), homeless need, and gaps, and that will inform the identification of goals and strategies in the Strategic Plan.

Communication & Marketing: Through all of the aforementioned work, Homebase will
engage and gather input from a wide variety of stakeholder groups. We will develop
marketing materials that clearly explain the purpose of the strategic planning process, its
timelines, and opportunities for participation and input, and we will disseminate these
materials at all presentations, meetings, interviews, and focus groups. In the first month of
the planning process, we will conduct a presentation to the CoC Board, explaining the

planning process and its timelines. Client focus groups will be organized to obtain input from individuals experiencing or having previously experienced homelessness. Stakeholder interviews will be designed to reach out to both identified and new stakeholder groups, as determined in conjunction with the Steering Committee. We anticipate interviews with Haven for Hope Transformation Campus and Courtyard and other leading providers and coordinated entry hubs, government leaders, funders, law enforcement, faith-based congregations, and representatives from the business and education sectors.

- Development of Draft Vision Statement and Identification of Goals: Based on all of the input, data gathering, system mapping and gaps analysis, Homebase will facilitate the Steering Committee in developing a draft unifying vision statement and in identifying 3-5 Plan goals which will frame the strategy development to take place in Phase II. These goals will respond to the priority big picture needs and challenges identified during Phase I. We will also work with the Steering Committee to finalize a Phase II process for soliciting input on strategy development for each goal.
- Best Practice Research and Case Studies: Based on the Steering Committee's identification
  of Plan goals, Homebase will identify best and emerging practices from similar communities
  around the nation to guide Phase II Strategic Plan strategy development. These best
  practices will include strategies for enhancing collaboration between the homeless system
  and other systems serving people who are homeless or at-risk, including the health care
  systems, foster care, school districts, higher education, and judicial system, and strategies
  for increasing community involvement, including the faith-based, business, and public
  sectors.

#### Phase I Deliverables & Milestones

- ✓ Steering Committee Meeting agendas and materials.
- Marketing Materials on strategic plan, purpose, timeline and opportunities for engagement.
- Community Education and Outreach through stakeholder interviews and focus groups.
- ✓ Report on Homelessness & System of Care, including system evaluation, systems map and gaps analysis, providing a baseline understanding of San Antonio/Bexar County's existing system of care (its structure, performance, and funding), homeless need, and gaps.
- ✓ Draft Vision Statement and identification of Plan Goals.
- ✓ Process for Phase II solicitation of input for strategy development.
- ✓ Materials on best practices to address Plan Goals.

Homebase Proposal August 9, 2019

#### Phase II: Identifying Strategies for Action, Building Support and Writing the Plan

15

Phase II (Mid-November 2019 - March 2020) will focus on development of strategies to respond to the goals identified by the Steering Committee; defining detail needed to make all the strategies actionable for implementation; and building a base of support for Plan implementation. Key activities during Phase II are outlined below:

- Monthly Steering Committee Meetings Continue: Homebase will continue facilitating monthly meetings and developing all meeting materials.
- Soliciting Input to Develop Strategies for each of the Goals: Homebase will broadly solicit
  input on the draft vision statement and to develop strategies for each of the goals identified
  in Phase I, while at the same time building consensus and support for Plan implementation.
  We anticipate that this will involve presentations at appropriate existing CoC workgroups,
  such as veteran homelessness, youth homelessness, chronic homelessness, housing
  strategies, and family homelessness. In addition, Homebase will facilitate up to 4 half-day
  community summits on priority issues areas that seek to broadly engage the community,
  including mainstream agencies, business community, faith-based organizations, higher
  education, funders, and community members.

For both the workgroups and the community summits, we will develop agendas that include presentations on the findings from Phase I and provision of information on best practices that are relevant to the issue area being discussed. We will develop processes for soliciting input that engage participants in the planning process and help to define concrete, locally relevant strategies for achieving the Plan goals.

- Communication & Marketing: Homebase will keep stakeholders informed and educated about the strategies being developed through the process of soliciting input at the CoC workgroups and community summits. In addition, a draft of the Plan will be made available online for feedback before it is finalized.
  - Homebase will also develop for the Steering Committee a media/marketing strategy to be used by the community to distribute the completed Plan and solicit support and approvals, including from Bexar County, with the goal of building support and engagement in implementation.
- Drafting the Plan: Based on the input from the workgroups and community summits,
  Homebase will work with the Steering Committee to finalize the Plan, including the vision
  statement, overview of needs and challenges, goals, and strategies for action. Strategies will
  be locally-tailored, building on existing strengths and leveraging opportunities for crosssystem collaboration. We will also help define for each strategy, responsible parties,
  timelines, anticipated outcomes, metrics, estimated costs, and potential funding sources.
   Metrics to be used to track progress in addressing homelessness will align with the USICH

"Home, Together" Federal Strategic Plan to End Homelessness and also serve to measure local definitions of success.

#### Phase II Deliverables & Milestones

11794

- ✓ Steering Committee Meeting agendas and materials.
- ✓ Materials for input gathering sessions at CoC workgroups and community summits.
- ✓ Strategic Plan, with implementation detail (timelines, responsible parties, estimated costs and potential funding sources, and tracking metrics). Includes Year 1 Action Plan.
- ✓ Marketing Plan for building community support.

#### On-Site Presence

The anticipated timeline for this project is five months, August 2019 – March 2020. Homebase anticipates seven visits to San Antonio to facilitate Steering Committee meetings, conduct interviews and focus groups, make presentations to the CoC Board, and facilitate input sessions with CoC workgroups and at community summits. We anticipate this would include a first visit in August to finalize the work plan with the City of San Antonio and SARAH, present the work plan to the CoC Board, initiate the Steering Committee, and begin stakeholder interviews. A final visit would occur in late March to present the Plan to the CoC Board for approval. Five other visits will occur over the course of the process, timed to best allow Homebase to conduct stakeholder interviews, facilitate focus groups, work with the Steering Committee, and gather input through the CoC workgroups and community summits. See the Project Schedule below for more detail.

RFP Attachment B: Proposed Budget, Organizational Chart, and Proposed Deliverables

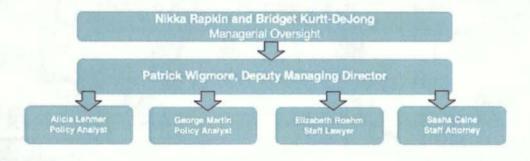
Below is an overview of the budget, organized by the four deliverables stipulated in the RFP. This aligns with RFP, Attachment B, Price Schedule.

Line Items	Budget
Deliverable: Data Gathering	
Salaries and Benefits	\$13,719
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$3244
Administrative Expenses (Indirect)	\$2598
Sub-Total	\$19,561
Deliverable: Communication	
Salaries and Benefits	\$16,490
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$1585

<ul> <li>Administrative Expenses (Indirect)</li> </ul>	\$1270	
Sub-Total	\$19,345	
Deliverable: System Mapping & Gaps Analysis		
Salaries and Benefits	\$10,096	
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$1959	
<ul> <li>Administrative Expenses (Indirect)</li> </ul>	\$1569	
Sub-Total	\$13,624	
Deliverable: Plan Development		
Salaries and Benefits	\$41,324	
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$5,577	
<ul> <li>Administrative Expenses (Indirect)</li> </ul>	\$4467	
Sub-Total	\$51,368	
Total Budget	\$103,898	

Below is our organizational chart of the staff who will undertake this project.

# **HomeBase Organizational Chart**



#### **Proposed Marketing Methods**

Throughout the planning process, Homebase will work to promote and educate constituents on homelessness and the need for a Community Homeless Plan, and to build support for Plan implementation. We will develop marketing materials that explain the purpose of the strategic plan, the timeline and opportunities for engagement. These materials will be disseminated and explained at Phase I stakeholder interviews, client focus groups, and at the CoC Board presentation. During Phase II, the input gathering sessions at the CoC workgroups and the

community summits will be structured to educate and engage participants, building support for the Plan as input is gathered on strategies to achieve the Plan goals. In addition, Homebase will develop for the Steering Committee a Media/Marketing Plan to be used to distribute the completed Strategic Plan and solicit support and approvals, including from Bexar County, with the goal of building support and engagement in implementation. For more detail on these activities, see the above sections on Communication and Marketing.

#### 2. Project Schedule

The following chart provides an overview of the project schedule for completing the tasks and deliverables set forth in the RFP. As stipulated in the RFP, the Strategic Plan will be finalized by the end of March 2020. This schedule assumes that the contract will be initiated in August 2019.

# Phase I: Building an Understanding of Current System Functioning, Needs & Opportunities August - Mid-November 2019

#### August 2019

- Initial meeting with City of San Antonio and SARAH to finalize contract and work plan.
- Present work plan to CoC Board.
- Establish Strategic Planning Steering Committee and monthly meeting schedule. August agenda to focus on confirming work plan and identification of data sources, documents for review, list of stakeholders for interviews, and focus groups.
- · Begin data analysis and document review, based on Steering Committee input.

#### September/October 2019

- Monthly Steering Committee meetings. Agendas focus on data gathering and system mapping processes.
- Data analysis, system mapping, and document review continue.
- Stakeholder interviews carried out. Steering Committee identifies list to be interviewed.
- Focus groups carried out. Steering committee identifies sub-populations and venues.

#### Mid-November 2019

- Monthly Steering Committee meeting. Agenda focuses on review of system evaluation, systems map and gaps analysis, development of vision statement, identification of Plan Goals, and approval of Phase II plan for soliciting input on strategy development.
- Develop Report on Homelessness & System of Care, including system evaluation, systems map, and gaps analysis.

Homebase Proposal

August 9, 2019

Develop materials on potential best practices to address identified gaps and Plan Goals

Homebase will be onsite four times during Phase I, conducting data gathering/analysis, system mapping, and input gathering. We will attend the CoC Board meeting, Steering Committee meetings, and facilitate the focus groups. Homebase will conduct some stakeholder interviews while on-site and others over the phone.

Homebase will develop all agendas and materials for presentations, Steering Committee Meetings and focus groups. The City and SARAH will arrange meeting venue and logistics.

#### Milestones and Deliverables

- ✓ Steering Committee Meeting agendas and materials.
- ✓ Marketing Materials on strategic plan, purpose, timeline and opportunities for engagement.
- ✓ Community Education and Outreach through CoC Board presentation, stakeholder interviews, and focus groups.
- Report on Homelessness & System of Care, including system evaluation, systems map and gaps analysis, providing a baseline understanding of San Antonio/Bexar County's existing system of care (its structure, performance, and funding), homeless need, and gaps.
- ✓ Draft Vision Statement and identification of Plan Goals.
- ✓ Process for Phase II solicitation of input for strategy development.
- ✓ Materials on potential best practices to address identified gaps and Plan goals.

Phase II: Identifying Strategies for Action, Building Support and Writing the Plan Mid-November 2019 – March 2020

#### Mid-November/December 2019

- Monthly Steering Committee meeting. December agenda focuses on best practices to address Plan Goals.
- Solicit input on strategy development through the CoC Workgroups.

# January/February 2020

- Monthly Steering Committee meetings. Agendas focus on Community Summits and developing Plan strategies.
- Solicit input on strategy development through half-day Community Summits.

Homebase Proposal

August 9, 2019

 Draft of Plan goals and strategies made available for public review and input. [Late February after last Community Summit]

#### March 2020

- Monthly Steering Committee meeting. Agenda focuses on finalizing strategies, developing implementation detail, and how to market Strategic Plan.
- · Plan written, incorporating all feedback.
- · Presentation of Final Plan to CoC Board.

Homebase will be onsite three times during Phase II and will attend Steering Committee meetings, the CoC Board meeting, CoC workgroup presentations, and Community Summits.

Homebase will develop all agendas and materials for Steering Committee Meetings, CoC workgroup presentations, and Community Summits. The City and SARAH will arrange meeting venues, logistics and outreach.

#### Milestones and Deliverables

- ✓ Steering Committee Meeting materials.
- ✓ Materials for input gathering sessions at CoC workgroups and community summits.
- Strategic Plan, with implementation detail (timelines, responsible parties, estimated costs and potential funding sources, and tracking metrics). Includes Year 1 Action Plan.
- ✓ Marketing Plan for building community support.

# 3. Additional recommended activities/tasks not included in Scope of Services

Homebase does not recommend any activities or tasks beyond what is included in the Scope of Services.

Identify any unique problems perceived by Consultant to achieve the Scope of Services within this RFP and goals of SA Tomorrow.

Homebase does not foresee problems with achieving the Scope of Services. Initially, based on the December 2019 deadline in the first version of the RFP, we were concerned with the short timeline and being able to conclude the effort during the end of the year holidays. The extension of the timeline to March 2019 as laid out in the final RFP addresses these concerns and provides for a timeline in which the Scope of Services can be completed without reservation. The data gathering section of the Scope of Services is considerable and will provide a strong base of information for developing targeted strategies to improve the effectiveness and efficiency of the community's efforts to address homelessness.

# Attachment C

# City of San Antonio Department of Human Services RFP for Homeless Strategic Plan Consultant (RFP 19-082; RFx 6100011678)

Homebase Proposal

August 9, 2019

# **Table of Contents**

Document Number	Document Name
1	Table of Contents
2	Executive Summary
3.1	General Information Form
3.2	Experience, Background, and Qualifications
3.3	Proposed Plan
4	Price Schedule
5	Contracts Disclosure Form
6	Litigation Disclosure Form
7	Small business Economic Development Advocacy Program Form
8	Local Preference Program Ordinance Identification Form
9	Veteran-Owned Small Business Preference Program Identification Form
10	Proof of Insurability and Insurance Certificate
11	Certificate of Interested Parties HB form 1295
12	Signature Page
13	Proposal Checklist

Homebase Proposal August 9, 2019

#### **EXECUTIVE SUMMARY**

Homebase/The Center for Common Concerns is pleased to submit the following proposal to assist with the development of a strategic plan to guide action to address homelessness in San Antonio and Bexar County. We are a nationally recognized expert on homelessness and a skilled technical assistance (TA) provider, known for our ability to successfully build community capacity to address homelessness. We have extensive experience facilitating multi-sector strategic planning processes, including over 20 ten-year plans for ending homelessness; numerous strategic plans and updates; over 30 plans to integrate health, housing, and homeless systems; multiple plans on ending youth homelessness, chronic homelessness, and homelessness among Veterans/Service Members and their Families; and myriad agency-specific strategic plans.

Customizing our approach to the particular needs and context of San Antonio and Bexar County, we have proposed a two-phased process that facilitates development of a compelling strategic plan, through a planning process that efficiently solicits input from a broad range of stakeholders; bases the Plan's strategies on data-informed understanding of current system functioning and need; aligns with best practices and federal requirements and priorities; builds communitywide support for the Plan; and includes necessary detail to support implementation. As stipulated in the RFP, this process is designed to finalize the Plan by the end of March 2020. We have assumed the planning process will begin in August 2019. This effort will fully accomplish the targeted tasks listed in the RFP: Data Gathering, Communication & Input Gathering, System Mapping, and Plan Development.

Phase I (August – Mid-November 2019) will primarily focus on developing a comprehensive understanding of current system functioning, documenting homeless-related needs, and identifying priority goals for action. Working with a Strategic Plan Steering Committee, composed of key local leaders, we will:

- Develop a baseline understanding of San Antonio/Bexar County's existing system of care
  and homeless numbers and needs to guide the development of the strategic plan goals
  and strategies for action. This will be accomplished through:
  - A comprehensive, multi-part review of qualitative and quantitative data on homeless numbers and need and the functioning of the current homeless system of care (its structure, effectiveness and efficiency). Relevant information will be be obtained through: data gathering and analysis, document review, key informant interviews, and client focus groups.
  - A detailed system map and gaps analysis that visually documents movement across the system, identifies unmet needs, and prioritizes gaps to be addressed.
- Broadly engage the community. We will conduct outreach and gather input through the key informant interviews and the focus groups, and we will disseminate marketing

Homebase Proposal

August 9, 2019

materials, that clearly explain the purpose of the strategic planning process, its timelines, and opportunities for participation, at all presentations and meetings.

- Facilitate development of a draft vision statement and identification of priority goals.
   Based on all of the input and analysis, we will assist the Steering Committee in developing a unifying vision statement and in identifying 3-5 Plan goals which will frame the strategy development to take place in Phase II.
- Provide best practice research and case studies. We will identify best and emerging
  practices from similar communities around the nation to guide Phase II Strategic Plan
  strategy development.

Phase II (Mid-November 2019 - March 2020) will focus on development of strategies to respond to the goals identified by the Steering Committee in Phase I, defining detail needed to make all the strategies actionable for implementation, and building a base of support for Plan implementation. We will:

- Broadly solicit input to develop strategies for each of the goals, while at the same time building support for Plan implementation. We will solicit input at appropriate existing CoC workgroups and coordinate up to 4 half-day community summits on priority issues areas.
- Based on the input from the workgroups and community summits, we will work with the Steering Committee to draft and finalize the Plan, including the vision statement, overview of needs and challenges, goals, strategies, and implementation detail for each strategy.
- Develop a media/marketing strategy to be used by the community to distribute the completed Plan and solicit support and approvals with the goal of building support and engagement in implementation.

During the August 2019 – March 2020 time period, Homebase proposes to make seven multiday visits to San Antonio to facilitate Steering Committee meetings, conduct interviews and focus groups, make presentations to the CoC Board, and facilitate input sessions with CoC workgroups and at community summits. Our budget is \$103,898. Concrete deliverables will include: 1) report on homelessness and the system of care (including data evaluation, qualitative input, systems map and gaps analysis), 2) final strategic plan write-up (with Year 1 action plan), and 3) media/marketing strategy. In addition, other materials will be developed along the way to support the work, including meeting agendas and presentations and other supporting materials.

#### 016 - RFP ATTACHMENTS

#### RFP ATTACHMENT A, PART ONE

#### GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.) Respondent Name The Center for Common Concerns Dba HomeBase (NOTE: Give exact legal name as it will appear on the contract, if awarded.) Principal Address 870 Market St. #1228 City: San Francisco State: California Zip Code: 94102 Telephone No. 415-788-7961 Fax No: 415-788-7965 Website address: www.homebaseccc.org Year established: 1991 Provide the number of years in business under present name 27 years Social Security Number or Federal Employer Identification Number: 94-3148303 Texas Comptroller's Taxpaver Number, if applicable: (NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.) DUNS NUMBER 825282437 Business Structure: Check the box that indicates the business structure of the Respondent. Individual or Sole Proprietorship. If checked, list Assumed Name, if any: \_ Partnership X Corporation If checked, check one: For-Profit X Nonprofit Domestic \_\_\_Foreign Also, check one: Other If checked, list business structure: Printed Name of Contract Signatory: \_\_\_ Nikka Rapkin Job Title: Executive Director Provide any other names under which Respondent has operated within the last 10 years and length of time under for each: Provide address of office from which this project would be managed: City: 870 Market St. San Francisco State: California Zip Code: 94102 Telephone No. 415-788-7961 Fax No: 415-788-7965 Annual Revenue: \$ 7,300,000.00 Total Number of Employees: 50

Total Number of Current Clients/Customers: 40

	N/A				
Lis	st Related Companies: N/A				
	ontact Information: List the one person who the City may contact concerning your proposal or setting dat eetings.				
Na	ame: Bridget Kurtt-DeJong Title: Managing Director				
Ac	ddress: 870 Market St. #1228				
Ci	ty: San Francisco State: California Zip Code: 94102				
Te	elephone No. 415-788-7961 Fax No: 415-788-7965				
Er	mailBridget@homebaseccc.org				
	Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?				
Ye	es _ No _X				
ls	Respondent authorized to do business with the State of Texas Secretary of State?				
Ye	es _ No _X If "Yes", provide registration number.				
_					
W	here is the Respondent's corporate headquarters located? San Francisco, CA				
Lo	ocal/County Operation: Does the Respondent have an office located in San Antonio, Texas?				
Υe	es _ No X If "Yes", respond to a and b below:				
a.	How long has the Respondent conducted business from its San Antonio office?				
	Voors				
	Years Months				
b.	State the number of full-time employees at the San Antonio office.				
	State the number of full-time employees at the San Antonio office.				
	State the number of full-time employees at the San Antonio office.  No", indicate if Respondent has an office located within Bexar County, Texas:				
If "	State the number of full-time employees at the San Antonio office.  No", indicate if Respondent has an office located within Bexar County, Texas:  Yes _ No _ If "Yes", respond to c and d below:				

7. **Debarment/Suspension Information**: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

	of t	s No_X If "Yes", identify the public entity and the name and current phone number of a representative the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding edebarment or suspension, including but not limited to the period of time for such debarment or suspension.
8.		rety Information: Has the Respondent ever had a bond or surety canceled or forfeited?  S. No X. If "Yes", state the name of the bonding company, date, amount of bond and reason for such
		ncellation or forfeiture.
9.		nkruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors der state or federal proceedings?
		s No_X If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of sets.
10.	froi	sciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, many regulatory bodies or professional organizations? Yes No _X If "Yes", state the name of the gulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.
11.	Pre	evious Contracts:
	a.	Has the Respondent ever failed to complete any contract awarded?  Yes No_X
	b.	Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?  Yes No_X_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
	C.=	Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?
		Yes No_X If "Yes", state the name of the individual, organization contracted with, services contracted, date; contract amount and reason for failing to complete the contract.

#### REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years.

The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

Reference No. 1:	
Firm/Company Name City of Santa Clara	
Contact Name: Kathryn Kaminski	Title: CoC Quality Improvement Manager
Address: 3180 Newberry Dr. Suite 150	
City: San Jose	State: CA Zip Code:95118
Email: kathryn.kaminski@hhs.sccgove.or	g
Telephone No. 408-793-1843	Fax No:
	rategic Planning, Data Reporting, Analysis, Management, and HMIS
Reference No. 2:  Firm/Company Name Contra Costa Heal	th Services
Contact Name: Lavonna Martin	Title: <u>Director</u>
Address: 2400 Bisso Lane, Suite D 2nd F	loor
City: Concord	State: CA Zip Code: 94520
Email: lavonna.martin@cchealth.org	A THE STATE OF THE
Telephone No. 925-608-6700	Fax No:
	on 16-2019 Technical Assistance and Support to CoCs and HUD Grantee system Design and System Development, Strategic Planning
Reference No. 3:	
Firm/Company Name Community Action F	Partnership Solano. Joint Powers Authority
Contact Name: Dawn La Bar	Title: Vice Chair
Address:701 Civic Center Blvd	
City: Suisun City	State: CA Zip Code: 94585
Email: dlabar@fairfield.ca.gov	

Telephone No	707.421.7332	Fax No:
Date and Type of S	Service(s) Provided:	2016-2019 Strategic Planning and Community Engagement.

# County of Santa Clara

Office of Supportive Housing

3180 Newberry Dr. Suite 150 San Jose, CA 95118 (408) 793-0550 Main (408) 266-0124 Fax



July 24, 2019

# To Whom It May Concern:

It is my pleasure to recommend HomeBase in their application responding to the City of San Antonio Department of Human Services Request for Proposal for Homeless Strategic Plan Consultant.

Since we began working together more than twenty years ago, HomeBase has been a key partner in Santa Clara County's efforts to end homelessness, assisting our community with a wide range of services on varying topics. They have facilitated our strategic planning efforts, completed gaps and needs analyses, and provided technical assistance and training to our network of homeless housing and support service providers. They have been successful in building strong partnerships with County executives and key stakeholders in the community and are highly valued in our community due to their easy accessibility and understanding of our local landscape and the reality of our work on-the-ground. They marry this engagement and local knowledge with subject matter expertise of national best practices to serve as a definitive resource for providers and policymakers. HomeBase has developed an array of resources, tools, and trainings, facilitated a wide variety of community processes, and provided on-going guidance, analysis, and policies to assist our transformation to a coordinated homeless response system. The entire County and CoC rely on HomeBase to provide prompt, accurate guidance. I have described some recent work below.

Strategic Planning: HomeBase has prepared the last several local plans to respond to homelessness, including our current five-year strategic plan which began in 2015. In that planning process, HomeBase supported a complete CoC governance shift, performance measurement planning, and supported engagement of community partners, including environmentalists. The final plan has had very successful implementation, and HomeBase has been a key part of implementation and evaluation of our success. You can see our progress in a report prepared by HomeBase here:

https://www.sccgov.org/sites/osh/ContinuumofCare/ReportsandPublications/Pages/EndingHome lessness.aspx. We are currently, with HomeBase's support, in the midst of developing our next strategic plan. HomeBase is working closely with three lead agencies, each with a separate area of focus for the plan, to convene stakeholders, facilitate development of high-level goals and strategies, and draft a new plan.

<u>Strengthening System Performance and Compliance</u>: HomeBase has conducted numerous trainings, on-call TA, and site visits to CoC Program recipients focused on ensuring compliance

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian, County Executive: Jeffrey V. Smith

with the CoC Program interim rule and on strengthening project outcomes, program and system performance, fidelity to the Housing First model, and data quality. HomeBase has also facilitated the development, drafting and extensive community feedback processes for our County-wide Quality Assurance Standards, including our CoC's policies and procedures, written standards, and policies for coordinated entry. Their hands-on work with our CoC-funded programs assists programs in adopting and implementing all aspects of these documents.

HomeBase has designed an extremely well-attended annual training program, an on-site TA Visit process, and an annual project evaluation process that has fostered a strong commitment to programmatic and system performance improvement. This, as well as a robust recipient monitoring process HomeBase developed and implemented, has meaningfully deepened CoC-wide understanding and compliance with grant requirements. The assistance in the development of our Quality Assurance Standards and Coordinated Assessment System policies have successfully ensured compliance with regulatory requirements and strengthened our Countywide commitment to best practices in ending homelessness.

HomeBase's work emphasizes outcome and execution, is consistently delivered on time, with high quality and is responsive to the needs that we have articulated or that they have observed.

Data Reporting, Analysis, Management, and HMIS: HomeBase has consistently and closely collaborated with our HMIS lead, end-users, and work groups, including a process to solicit proposals and transition to a more robust HMIS system and facilitation and support to optimize leveraging of that system. They have assisted with data analysis, setting and achieving ambitious benchmarks, and more effectively using data in CoC and program planning processes to help us develop and achieve the benchmarks set in our Community Plan. HomeBase has a solid grasp on the technical aspects of HMIS and complexities of data analysis. They have helped our continuum focus on using data to inform policies and decisions by analyzing HMIS evaluation reports to make recommendations for system-wide performance measures, identifying opportunities for improvement, and supporting our CoC in enhancing outcomes and implementing best practices. They respond to requests in a timely manner with responsiveness to the issue at hand, and are able to successfully support stakeholders at the system and program-level to understand and use data and performance measures to strengthen outcomes.

With HomeBase's ability to balance detail with high-level strategic thinking and an understanding of our specific community culture and needs, quality data is now being used by stakeholders and policymakers to make resource allocation and other decisions about our system. Our Community Plan implementation is being closely tracked, with data used by the CoC Board in tracking and evaluating system performance and user-friendly, graphic-filled reports and presentations helping keep policymakers and the public engaged with efforts to end homelessness. HomeBase's advice resulted in the development of performance measures to evaluate progress in achieving the Community Plan's outcomes and effectiveness toward our goal of creating 6,000 new permanent housing opportunities for homeless individuals and families.

HomeBase brings the ability to work hand-in-hand with key stakeholders across our community, understanding the diverse motivations, demands and challenges facing homeless families and

individuals struggling with complex issues. In their work with us, from training service providers to helping us design and roll out complex systems, our experience is that HomeBase can be counted on for efficient planning, effective communication, attention to detail, and excellent work product. We find HomeBase to be consistently reliable, timely, and accessible, and dedicated to supporting our Continuum of Care. Their work product is regularly of the highest caliber and quality, tailored to meet the particular needs of our diverse community and the unique barriers we face. I recommend them enthusiastically and without hesitation.

Sincerely,

Kathryn Kaminski

Continuum of Care Quality Improvement Manager

Kolley of Kands

Office of Supportive Housing

County of Santa Clara

Anna M. Roth, rn, ms, mph
Health Services Director
Lavonna Martin, mph, mpa
Health, Housing and Homeless Services Director



Contra Costa Health, Housing and Homeless Services

ADMINISTRATION
2400 Bisso Lane, Suite D 2nd Floor
Concord, California
94520-4832

Ph 925-608-6700 Fax 925-608-6741

July 16, 2019

To Whom It May Concern:

I am pleased to submit this letter of recommendation to accompany HomeBase's response to the City of San Antonio Department of Human Services Request for Proposals for Homeless Strategic Plan Consultant. I have worked closely with HomeBase for more than 15 years on innumerable projects to build capacity in Contra Costa County's homeless system of care, and I recommend them highly and without reservation.

HomeBase has been successful in building strong partnerships with County executives and key stakeholders in the community, and are highly valued in our community due to their easy accessibility and their deep understanding of our local landscape. Our County's providers and policy makers rely on HomeBase for their ability to blend local knowledge and relationships, subject matter expertise, and innovative thinking. HomeBase's array of resources, tools, and trainings, as well as their on-going guidance, analysis, and policies has assisted and informed the transformation of our coordinated homeless response system. I have described some recent work below.

# Technical Assistance and Support to CoCs and HUD Grantees

HomeBase has been an irreplaceable partner in strengthening our homeless system of care in Contra Costa County, affording a depth and breadth of experience and capacity that has meaningfully enhanced our system's efficacy and outcomes and that has earned our full faith in their services for many diverse initiatives. HomeBase is consistently successful in translating this knowledge in a practical and effective way that has engendered the trust of our community from elected officials to the Continuum of Care (CoC) to homeless consumers.

#### System Design and System Development

HomeBase has been an asset in myriad projects, large and small, to develop the capacity of our homeless system. In each instance, they have brought exemplary planning, execution, and facilitation knowhow, successfully guiding our community through a variety of challenging processes, including: designing and piloting our coordinated entry system, strengthening our CoC governance structure, and developing a homeless preference with the Housing Authority.



# Strategic Planning

In 2014, HomeBase facilitated an update of the Contra Costa Continuum of Care's 2004 Strategic Plan. HomeBase engaged local stakeholders around data, history, and new knowledge; synthesized stakeholder feedback and macro-level data; and culled together this information to craft an update in the spirit of the original Strategic Plan. Since its release in 2014, HomeBase has been deeply involved in the ongoing implementation of the Strategic Plan through work with the CoC's governing body. HomeBase's work has emphasized outcomes and execution, demonstrating the ability to focus on the big picture and technical details of the process, setting and achieving ambitious benchmarks, adhering to workplans, and using ongoing evaluation to improve results.

In 2019, HomeBase supported collaboration between our division and Behavioral Health Services by drafting a strategic plan in compliance with the state's No Place Like Home funding opportunity. The plan synthesized information from both systems of care to develop a county-wide approach informed by stakeholder feedback. The plan is guiding us to strengthen the continuum of available homeless housing and services, serving as a roadmap to the goals and strategies to prevent and end homelessness in Contra Costa County.

In all of their work with us, from training service providers to designing and rolling out complex systems, our experience is that HomeBase can be counted on for efficient planning, effective communication, attention to detail, and excellent work product. We found HomeBase to be consistently reliable, timely, and accessible, dedicated to supporting our Continuum of Care. Their work product is regularly of the highest caliber and quality, tailored to meet the particular needs of our diverse community and the unique barriers we face and I recommend them enthusiastically and without hesitation.

Thank you for your time and please do not hesitate to contact me with any questions at (925) 608-6700 or Lavonna. Martin@cchealth.org.

Sincerely

Layonna Martin, MPH, MPA

Director

Health, Housing and Homeless Services

Contra Costa Health Services

Lavonna.Martin@cchealth.org

(925) 608-6700





# COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

CAP Solano JPA Attention: Kathy Lawton-Caesar, Chair/Executive Director 701 Civic Center Blvd. Suisun City, CA 94585

To Whom It May Concern:

July 10, 2019

707.421.7332 707.428.7798 capsolanojpa.org It is my pleasure to recommend HomeBase. I have had the pleasure of working closely with HomeBase through the CAP Solano Joint Powers Authority (JPA), which takes the leadership role on issues of homelessness and poverty in Solano County and is the Collaborative Applicant for Solano's Continuum of Care (CoC).

JPA Board of Directors Kathy Lawton-Caesar, Chair City of Suisun City

Dawn La Bar, Vice-Chair

City of Fairfield Emily Cantu, Secretary City of Vacaville

Cpl. MarJonne Robeson City of Benicia

> TBD City of Rio Vista Judy Shepard-Hall City of Vallejo

Debbie Vaughn Solano County

As the Vice Chair of the JPA, I worked in partnership with HomeBase regularly to guide the JPA and CoC in a time of significant transition and capacity building, including establishing new roles, ensuring regulatory compliance and implementing best practices. I have also been the JPA's representative for the development and implementation of the 5-Year Regional Strategic Plan, working very closely with HomeBase throughout that process. In addition, HomeBase has worked with us through the City Manager's office at the City of Fairfield to provide support in developing and implementing the City's new homeless strategy.

HomeBase has been working in Solano for over twenty years as a key partner in Solano County's efforts to end homelessness, assisting our community with a wide range of services. They have facilitated our strategic planning efforts, completed gaps and needs analyses, identified new funding opportunities, and provided technical assistance and training to our network of homeless housing and support service providers.

HomeBase has been successful in building strong partnerships with jurisdictional leadership and key stakeholders in the community and are highly valued in our community due to their accessibility and understanding of our local landscape and the reality of our work on-the-ground. They marry this deep engagement and local knowledge with subject matter expertise of national best practices to serve as a definitive resource for providers and policymakers. HomeBase has developed an array of resources, tools, and trainings, facilitated a wide variety of community planning processes, and provided on-going guidance, analysis, and policies to assist in our transformation to a coordinated homeless response system. The entire area and the CoC justifiably rely on HomeBase to provide prompt, accurate guidance; in fact, HomeBase is nearly always able to anticipate our needs and be ready to provide a helping hand without delay. We feel lucky to have them act as our staff and partners in addressing homelessness in Solano County.



# COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

The jurisdictions within Solano County and the Housing First Solano Continuum of Care have each been working for years to address homelessness and increase housing opportunities and services for individuals and families experiencing or at risk of homelessness. However, there had not been a coordinated response to homelessness prior to 2015 as each entity focused primarily on their own geographic area and priorities. In 2015, our point-in-time count data showed increases in total, chronic, and first-time homelessness. We knew it was time to change something about the way we were responding to homelessness and we looked to HomeBase to help us. HomeBase encouraged all of the jurisdictions and stakeholders in the homeless system of care to work together on a coordinated, strategic response. The JPA and the County Administrator and City Managers agreed to pursue a regional strategic plan to address homelessness, a first for Solano County.

HomeBase facilitated the development the plan, which was a community-driven process involving our services providers, jurisdictional leadership, community members, hospitals, law enforcement, business community, faith community, individuals experiencing or having experienced homelessness, and other key stakeholders. HomeBase gathered and presented relevant data and best practices, including demographics and characteristics of Solano County, and provided us with an estimate on the cost of homelessness within Solano. They created a Strategic Planning Work Group and I was an active member of that group. We worked closely with HomeBase to identify gaps and needs, develop a vision and key strategies, and review plan drafts.

HomeBase led a highly effective community engagement effort that included well attended community meetings and forums throughout the County, interviews with key stakeholders, consumer focus groups and two half-day Issue Summits, including a very successful one on creative solutions to affordable housing. The community engagement process was effective in gathering feedback that was incorporated into the planning process, in providing education to the community about best practices and plan goals and strategies, and in establishing the shared nature of the regional plan and of our new approach to responding to homelessness collectively in Solano County. HomeBase understood the importance of and was effective at accomplishing all three of these goals.

After the community engagement process, HomeBase developed the initial draft of our Plan with input from our Strategic Planning Workgroup. They worked tirelessly to develop a plan that incorporated the feedback from a wide variety of stakeholders, understanding various needs and motivations and incorporating it all into one plan with a simple, yet bold vision: "Improve the Quality of Life in Solano County by Ensuring No One Has to Live Outside." Simply reaching consensus on that vision took skilled facilitation and patience. However, with their help we were able to achieve the development and adoption of a plan that included a set of agreed upon goals and action-oriented strategies along with a draft first-year implementation plan.



# COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY

HomeBase has since consistently and closely collaborated with the JPA, the Continuum of Care, jurisdictional leadership, and other key stakeholders to begin implementation of key initiatives and strategies. For example, HomeBase has been instrumental in negotiating with the jurisdictions within Solano County and the JPA to develop and execute a Memorandum of Understanding to complete a substantial expansion of our Coordinated Entry System in Solano County. This expansion aligns with the Strategic Plan and includes several new staffing positions, a countywide housing navigator, a landlord mitigation fund and a landlord incentive Pilot. HomeBase has also helped to identify, apply for and bring into Solano County over \$12 million dollars during the past year in homeless-related funding, all of which is being allocated in alignment with the regional strategic plan.

HomeBase brings the ability to work hand-in-hand with key stakeholders across the spectrum, understanding the diverse motivations, demands and challenges facing homeless families and individuals. In all of their work with us, from training service providers to designing and rolling out complex systems, our experience is that HomeBase can be counted on for efficient planning, effective communication, attention to detail, and excellent work product. We find HomeBase to be consistently reliable, timely, and accessible, and dedicated to supporting our County. Their work product is regularly of the highest caliber and quality, tailored to meet the particular needs of our diverse community and the unique barriers we face. I recommend them enthusiastically and without hesitation.

Sincerely,

Dawn La Bar Vice Chair

Community Action Partnership of Solano Joint Powers Authority

#### RFP ATTACHMENT A, PART TWO

#### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

 Describe Respondent's experience relevant to the Scope of Services requested by this RFP. Identify associated results or impacts of the project/work performed, the various models of homelessness that were evaluated in prior projects, experience analyzing data, methodologies used, etc. Specifically expand on your experience in the areas of developing a strategic plan and the methods used during the process.

Homebase/The Center for Common Concerns is a nationally recognized expert on homelessness and a skilled technical assistance (TA) provider, known for our ability to successfully build community capacity to address homelessness. Based in San Francisco, we have more than 30 years of experience assisting communities throughout the nation. Our TA portfolio is diverse, including community-based strategic planning; support and training in implementing best practice housing and service design; facilitation of system redesign efforts aimed at improving performance and ensuring strategic use of resources; advanced data collection, visualization, and analysis to guide planning, policy, and program development; and system- and program-level assessment and evaluation.

A key area of focus for Homebase is assisting communities and agencies with the development of strategic plans. We have facilitated multi-sector strategic planning processes in dozens of states and communities. Our experience includes over 20 ten-year plans for ending homelessness; numerous strategic plans and updates; over 30 plans to integrate health, housing, and homeless systems; multiple plans on ending youth homelessness, chronic homelessness, and homelessness among Veterans/Service Members and their Families; and myriad agency-specific strategic plans. [See below / Question 5 for more details on the communities we have worked with.]

Our planning approach is customized to the particular needs, resources and timelines of each community. In all cases, we provide expert meeting facilitation, helping to frame issues and guide discussions toward robust consensus, and offer an array of helpful planning frameworks, tools and materials. We utilize sophisticated community outreach and engagement strategies in order to ensure involvement of a full range of stakeholders and allow for input and feedback from all sectors. We conduct system mapping and data analysis to gather information on how the system is functioning and to identify local gaps and priorities. We structure a planning process that typically involves a leadership committee and topical planning subcommittees who develop plan recommendations. We work closely with the committees, providing facilitation, data analysis, and best practice examples from across the nation to support their work. We also provide support, including costs studies, to help communities ensure that their plan recommendations are actionable, specifying responsible parties and timelines, identifying metrics to track impact, and calculating costs and potential funding sources.

We see the design of the planning process as critical, not only for the development of the Plan, but also to build community-wide support for action to address homelessness and to help forge the partnerships and relationships necessary for implementation. Our work also includes supporting communities in carrying out their plans, including developing annual implementation plans, providing operational advice and guidance, developing metrics and systems for tracking progress, and facilitating plan updates as needed.

Our skills and capacity relevant to strategic planning and the Scope of Service delineated in the RFP include:

• Extensive Understanding of Homelessness Issues and Knowledge about Related Federal Policies and Priorities: Homebase is knowledgeable about what is needed to prevent and end homelessness, including best practices for both system and program level interventions. We have experience in developing the whole gamut of needed programs, including prevention, outreach, housing, health and social services, and education, employment and income supports, as well as in catalyzing system-level action to innovate service provision and promote cross-sector collaboration and collective impact. We are also well-versed in the many systems and agencies serving people experiencing homelessness, including the policies and priorities of the Departments of Housing and Urban Development (HUD), Health and Human Services (HHS) and Veterans' Affairs (VA) on the federal level. We have been one of HUD's national technical assistance providers for over 20 years and have provided assistance to HHS/SAMHSA Homeless and Housing Resource Network and to the VA.

We use this knowledge to provide our clients with cutting edge information to guide development of Plan action steps and ensure alignment with federal requirements and priorities.

Impacts/Results: In San Francisco, CA, Homebase facilitated development of a Coordinated Community Plan for addressing youth homelessness. After providing extensive information on HUD's requirements for its Youth Homelessness Demonstration Project grantees and on best practice case studies on meeting the needs of youth, the community is in the process of developing three new HUD-funded program interventions that were prioritized in their Plan: Host Homes, a rapid rehousing program, and permanent supportive housing targeted to youth with a criminal record.

Expert Facilitation Skills: Homebase is nationally known for our strong facilitation skills
and ability to lead productive discussions among diverse stakeholders that lead to
concrete agreement on ways forward. We help to frame issues and guide discussions
toward robust consensus and are skilled at-drawing from the diverse expertise and
experience of participants to arrive at innovative solutions and concrete action steps for
moving forward. We are often called upon by federal agencies to facilitate complex
multi-sector meetings and planning processes, such as the federal interagency Policy

Academies; these have covered multiple issues, including co-occurring disorders, mental health system transformation, chronic and family homelessness and returning veterans.

Impacts/Results: In Solano County, CA, Homebase facilitated development of a regional strategic plan to address homelessness, involving multiple cities and the county. We were able to facilitate a process that led to a common vision and priorities, bringing together jurisdictions that had not previously worked together on homelessness. This led to an interjurisdictional MOU to fund an expanded coordinated entry system, a top priority of the regional homelessness plan. It also resulting in all the jurisdictions strategically aligning to apply for funds and agreement that all allocations align with the regional plan. \$12.5 million was obtained by the jurisdictions collectively for homeless housing and services in 2018 alone

Sophisticated Data Gathering and Analysis: Homebase has significant expertise with
data collection and analysis. We work with communities to transform raw information
into actionable insights that can inform strategic planning as well as ongoing policymaking and system and program improvements. This includes: data visualizing and
reporting; applying data analysis methodologies; managing data integration; and helping
communities better understand and use their data. We have expertise on the reporting
capabilities of all major HMIS platforms, including the development of advanced and
custom reports, and leveraging mainstream database and statistical tools, including
Tableau and SPSS.

We have also developed a secure web-based application—the Program Evaluation and Scoring Tool (PRESTO)—to analyze and report on data from HUD APRs and HMIS in order to support strategic planning, program monitoring and performance evaluation toward HUD's strategic objectives. PRESTO operationalizes HMIS data by transforming it into user-friendly reports that help communities carry out project evaluation and improvement, policy development, and decisions about strategic resource allocation. PRESTO is currently in use by 13 communities.

Impact/Results: In Santa Clara County, CA, Homebase helps to track and assess progress and impact of the implementation of their Community Plan to End Homelessness. On a biannual basis, quantitative and qualitative data is collected, analyzed, and summarized in an easy-to- understand format for use by community leadership and membership, including tracking: overall plan numerical goals, changes in progress year over year, and data related to annual plan focus. Also, in Santa Clara County, Homebase helped to conduct a technology needs assessment to identify opportunities to leverage technology and data sharing to strengthen system flow and improve outcomes in ending homelessness. In Southern Nevada, we regularly gather and analyze client-level HMIS data, conduct data matching with other systems, and aggregate reports to support CoC decision-making and in San Francisco, CA, we develop quarterly CoC system-level performance reports.

Insightful Evaluation to Guide Planning and Policy: Homebase is a skilled evaluator,
having conducted numerous policy and program evaluations and process analyses. Our
evaluations encompass quantitative and qualitative data collection and use of a variety
of analytic methods to help communities evaluate implementation and operation of
programs in order to inform improvements, planning and resource allocation. We have
evaluated a broad range of responses to homelessness, including eviction prevention,
coordinated entry, crisis response, and supportive housing, serving both the general
homeless population as well as sub-population-specific programs.

Impact/Results: In San Francisco, CA, Homebase conducted a mixed method evaluation to measure volume and outcomes of evictions, identify trends, and provide an analysis to support early identification of at-risk households and better targeting of services. The methodology included comprehensive multi-sourced quantitative data analysis of eviction and eviction-defense-related data sets and in-depth qualitative analysis through interviews and focus groups to identify potential improvements and contextualize the quantitative findings. We also evaluated functioning of the coordinated entry system in Southern Nevada and in several other jurisdictions, and evaluated Santa Clara County's emergency shelter and transitional housing programs, making recommendations for improving operations or retooling to a permanent housing model.

Inclusive Community Engagement: Homebase is a recognized expert in community
engagement and interactive design to elicit stakeholder feedback. Our strategic
planning processes utilize sophisticated community outreach and engagement
strategies in order to ensure involvement of a full range of stakeholders, provide
transparent communication about processes and timelines, and allow for input and
feedback from all sectors. Initially, input may be gathered through interviews with key
stakeholders, focus groups organized by geography, sub-population or program
component, on-line provider surveys, and/or community-wide meetings or summits.

The planning process typically involves planning subcommittees, organized by key topics to review data and develop recommendations. The subcommittees usually have open membership to facilitate engagement of interested parties. Once a draft plan is developed, it is made available for public review and then finalized, incorporating comments received. Web-based platforms are used to solicit feedback as recommendations are developed and on the full plan draft. Finally, we work with communities to develop media/marketing strategies to disseminate the plan, obtain relevant approvals (eg. City Councils or Boards of Supervisors), and build support for successful implementation. Importantly, this is not something tacked on at the end, but an activity that begins with initial stakeholder outreach and continues via ongoing, targeted communications throughout the planning process.

Impact/Results: In Shasta County, CA, Homebase convened a Steering Committee group, community meetings, consumer focus groups and a stakeholder workshop to

gather input and build support for action. We facilitated an alignment session with 60+ stakeholders to finalize and prioritize recommendations in the areas of data, housing, increasing resources, and prevention. We then supported engagement and Plan implementation through public education sessions on best practices and workshops to train leadership on responsibilities and opportunities.

Informative System Mapping and Gaps Analyses: Homebase has extensive experience
developing systems maps and carrying out gaps analyses, both to support strategic
planning and to inform system evaluation and improvement. These efforts involve
review of key documents, gathering input from consumers, stakeholders and providers,
and analysis of HMIS and other data on numbers, need and performance. The end
product is: 1) a conceptual map that shows the functioning of the homeless housing and
services system, including how consumer flow into, across and out of the system,
referral patterns, interaction with other systems, and availability of housing and
services, and 2) identification and prioritization of gaps based on a comparison of the
existing system with data and feedback on need.

Impact/Results: In 2018, Homebase conducted a gaps analysis of the Missouri Balance of State CoC that involved evaluation of: 1) Housing Inventory Count and Point-In-Time (PIT) counts; 2) HMIS Consumer Records, focusing on consumer demographics, housing placements and length of time in programs; 3) Consumer Focus Groups; 4) Key Stakeholder Interviews; and 5) CoC Board and Provider Surveys. The final report identified key unmet needs in the housing and services system, focusing on overall needs as well as specific sub-population and geographic needs. It included system- and program-level gaps categorized by system component, each accompanied by recommendations for improvements based on national best practices, adjusted for local implementation. In Marin County, CA, as part of an effort to design recommendations to improve outcomes and lower costs of serving the homeless chronic inebriate population we developed a comprehensive map of key public systems (health, behavioral health, criminal justice, social services, and homelessness), identifying entry and exit points, services accessed, and costs incurred. This system map provided key information that helped identify service gaps and develop recommendations for improvements. We have also conducted youth system assessment and mapping in numerous jurisdictions, including San Francisco, CA and Tulsa, OK.

Focus on Cross-System Collaboration and Integration: Homebase has extensive
experience helping communities to identify and develop opportunities for crosscollaboration between the homeless system and other sectors and systems. In all of our
planning facilitation, we take a systems-level view, as collective impact to end
homelessness is achieved through coordinated system level action. As such, we focus
the planning process to consider not only program-level actions, but also to identify
system-level changes, including structures, policies, training, staffing, etc., necessary for

overall effectiveness and success and to foster the relationships needed for cross-sector partnerships and action.

Impact/Results: Between 2014-2017, as part of a joint HUD, USICH and other federal partners initiative, Homebase facilitated the development of action plans in 20 states and communities to enhance integration of the housing and healthcare systems to better serve people who are experiencing chronic homelessness. We facilitated two-day sessions, involving Continuums of Care and Emergency Solutions Grant (ESG) programs, HIV/AIDS provider networks, local/state healthcare agencies, HUD and HHS regional and field offices, and other interested parties, using a sophistication facilitation process, with plenary and sub-committee sessions, that allowed participants to gain a multi-system perspective on the issues and apply it to developing concrete strategies for system integration to improve care and outcomes. These sessions led to adoption of coordinated cross-system action plans in Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Missouri, Montana, Nebraska, New Mexico, New York, North Carolina, North Dakota, Pennsylvania, Tennessee, Texas, Utah, Virginia, West Virginia, and Wisconsin.

- Concrete, Actionable Plans and Recommendations: Homebase develops user-friendly strategic plans, including vision statement and prioritized goals and action steps, that make a. compelling case for action and identify clear implementation parameters. All recommendations are concrete and specify responsible parties and timelines as well as metrics for tracking progress in plan implementation and achieving outcomes. We also work with communities to carry out cost-analyses that help to identify both the costs of the actions called for in the Plan as well as the cost-savings in public systems that can result from recommendation implementation. These analyses also assist communities in evaluating existing funding streams to maximize strategic allocation of resources, leverage mainstream resources, and identify new funding opportunities.
- Impact/Results: As part of planning effort in Las Vegas, NV, Homebase conducted a cost, analysis that identified system costs per household served by system component, including emergency shelter, transitional housing, permanent supportive housing and homeless prevention and rapid rehousing, which helped the community make strategic decisions about resource allocation in their system of care.

# 2. Describe your organization's experience with engaging community stakeholders?

We believe that the best planning processes are designed to engage a broad group of stakeholders from different systems and sectors. This results in a robust plan, based on broad feedback; fosters the necessary cross-system commitment to achieve collective impact in addressing homelessness; and provides an essential base for effective implementation. As such, in all of our strategic planning processes, we work to:

Assertively Recruit and Engage Individuals from Diverse Systems and Sectors: Homebase
works to ensure that all key stakeholders are appropriately involved in the planning

process. This includes representatives from local government and key systems (health, social services, criminal justice, behavioral health); homeless housing and services providers; faith-based organizations; business community; local foundations; individuals who are currently or have formerly experienced homelessness; and other community leaders. We use a variety of tactics to obtain input and feedback, including one-on-one meetings, client focus groups, on-line surveys, and community meetings.

- Provide Numerous Opportunities for Participation and Input: In addition to the avenues
  for input described above, we also work with clients to ensure that there is leadership
  committee overseeing the planning process that has representation from all key sectors,
  by individuals in positions of authority, and that topical Sub-Committees (selected based
  on community priorities and high level needs) allow participation by all who are
  interested.
- Appropriately Frame Issues for Discussion and Provide User-Friendly Materials: At all meetings, interviews, focus groups, we know that productive feedback and discussion depends on shared understanding of the problem and potential solutions. We develop materials and information that explains the planning process, its importance and goals, and the need for active involvement and support across the community. In addition, we ensure that the Leadership Committee members and Sub-Committees participants have the information and understanding they need to do their work in an efficient and effective manner. This is the best way to foster productive and ongoing engagement.
- Extensive and Transparent Communication: We also work to facilitate extensive
  communication throughout the process, so that all systems and sectors are aware of the
  process and its timelines and able to participate and provide input. In addition,
  Leadership Committee and Sub-Committee participants are asked to regularly report to
  their respective organizations and information is posted online, as appropriate.
- 3. Does your organization have experience working with homeless agencies or homeless related projects? If so, please describe.

<u>All</u> of Homebase's work involves working with homeless agencies and homeless-related projects. We work with communities around the country, interacting with Continuums of Care, local government agencies (planning, human services, housing, criminal justice, etc.), non-profit and faith-based housing and service providers, as well as with coalitions, advocacy groups and other organizations working to address homelessness.

We help with planning, program design and implementation, data collection, and system and program evaluation, all of it focused on assisting people who are experiencing homelessness or who are at imminent risk of homelessness. Our entire portfolio of work is focused on preventing and ending homelessness.

August 9, 2019

# 4. Describe any outcomes associated with the work you've done in other communities regarding homelessness or developing a community strategic plan.

We pride ourselves on providing support to communities that is concrete and actionable, producing clear outcomes that advance community capacity and effectiveness in addressing homelessness. The following are a few examples:

- Homebase facilitated an extensive data-informed communitywide planning process to
  end homelessness in Santa Clara County, CA and continues to provide technical
  assistance to support plan implementation. Since plan adoption [2015], 5,154 people
  have returned to safe, permanent housing; permanent housing stability has been high
  with retention rates at 90%; there has been a 48% reduction in emergency medical
  services usage for tenants housed greater than 12 months; and 1450 new supportive
  housing units have been added to the system with another 800 in the pipeline.
- In San Francisco, CA, Homebase facilitated a strategic planning process to reduce homelessness in 2013-14. Since the finalization of the plan, San Francisco has made progress in many areas including the establishment of a coordinated entry system, opened 300 new units of Permanent Supportive Housing and expanded the housing pipeline to include nearly 1,200 units of Permanent Supportive Housing, reduced family homelessness, convened multiple City Departments to improve the response to street homelessness, and raised tens of millions of dollars from Federal, State, and private sources.
- In Las Vegas/Clark County, Nevada, Homebase provided extensive technical assistance
  to design and implement a coordinated entry system [2014-2018]. The CoC now has a
  fully functioning single adults coordinated entry system, using a new assessment tool
  developed by the community, which has been evaluated and is now fully implemented.
  Coordinated entry systems for families, youth, and domestic violence survivors have
  been piloted and now merged with the single adult system. Mainstream data (health
  and law enforcement) has been incorporated into the HMIS and is factored into the
  assessment and prioritization process.
- In 2017, Homebase assisted numerous communities across the country in carrying out a 100-day challenge to as part of a national effort to help communities build systems to support action in ending youth homelessness. Examples of outcomes include:
  - In Marion County, OR, 93 unaccompanied youth were linked with housing (shelter, family reunification or other) during the 100 days and the community pledged to continue holding a twice monthly dedicated youth council planning meeting, continue with a countywide "By Name" list, complete a youth assessment tool, and initiate a host home program.
  - In Gulfport, MS, 51 literally homeless youth were housed in permanent housing and 78 youth aging out of CPS and juvenile justice had housing plans at the time

of exit during the 100 days. The community pledged to continue to house literally homeless youth and young adults through coordinated entry and expand the services provided to housed clients through a multi-disciplinary service team; write and execute a communication and outreach plan to target and recruit additional partner agencies to join the cause; and work with system leaders to advocate for expanded transportation options for clients who have been housed or diverted to ensure that they can reach employment and education centers.

- O In Mendocino County, CA, 39 youth and young adults were put in stable housing, 8 percent of whom identified as LGBTQ+ and 28 percent as people of color. The community pledged to educate those working with homeless youth to positively engage LGBTQ+ youth and to provide culturally competent and trauma-informed care to all youth experiencing homelessness; strengthen use of the Coordinated Entry System by all service providers that interface with youth; and develop effective transition plans in collaboration with child welfare and juvenile justice.
- Provide a brief summary of organizations and/or communities you have worked with on projects comparable to the items required in the RFP Scope of Work.

The following is an overview of strategic planning processes that we have facilitated:

- Homelessness Strategic Plans & Updates: Tulare County [CA] (currently planning), Santa Clara County [CA] (2014, currently planning), Tulsa [OK] (currently planning), Oakland (currently planning) [CA], Santa Barbara County [CA] (2019), Marin County [CA] (2018), Stanislaus County [CA] (2019), Yolo County [CA] (2018), Yuba/Sutter Counties [CA] (2018), Shasta County [CA] (2017), Solano County [CA] (2017, 2019), Mariposa County [CA] (2014-15, 2017), Sacramento County [CA] (2014-17), San Francisco [CA] (2007, 2013-14), Contra Costa County [CA] (2004, 2014, 2016, 2018 update)
- Ten Year Plans County Level: Las Vegas/Clark County [NV] (2013), Monterey/San Benito Counties [CA] (2011), Kings/Tulare Counties [CA] (2011), Yolo County [CA] (2009), San Luis Obispo [CA] (2008), Napa County [CA] (2006), Santa Barbara County [CA] (2005-2006), Placer County [CA] (2004).
- Ten Year Plans State Level: Arizona, California, District of Columbia, Indiana, Louisiana, Missouri, Montana, Nebraska, North Carolina, Oregon, Washington, Wyoming and Utah.
- Other Planning Experience: Five-Year Homelessness Continuum of Care Plans; agencyspecific strategic plans; health, housing and homeless systems integration plans; population-focused plans on ending youth homelessness, chronic homelessness, and homelessness among Veterans/Service Members and their Families.

Below are some highlights of our experience in a diversity of communities. Other examples have been highlighted in the answers to other questions.

# Marin County, CA 2018

Homebase facilitated a community-based planning process to develop a strategic plan to respond to homelessness that involved extensive community engagement, including Committee meetings, surveys and focus groups. As part of the planning process, we helped to identify creative solutions for housing due to the severe shortage of and high cost of housing in the County; destigmatize homelessness and reframe the issue for many people who had misconceptions about who was experiencing homelessness and why; and bridge the gap among homeless housing and service providers and the business community around the causes of and solutions for homelessness downtown. We helped develop a concrete Implementation Plan and continue to provide support for implementation.

# Sacramento County, CA 2014-2015

Homebase worked closely with local stakeholders including county, city, and nonprofit leadership to facilitate a community-based process to develop a strategic plan for addressing homelessness. We worked to balance the perspectives of a diverse group of stakeholders, facilitating conversations between various participants to establish top priorities, and conducted an evaluation of CoC capacity, including recommendations for complying with federal requirements and increasing staffing, leadership, committee membership and funding; We facilitated community meetings to develop the strategic plan, developed tools for outreach and engagement, and built relationships with county leadership to communicate the plan.

#### Solano County, 2017, 2019

Homebase worked closely with jurisdictional leadership through their Joint Powers Authority and facilitated a community-based process to develop a regional strategic plan to address homelessness. In 2019, Homebase developed an update for this plan to ensure compliance with new state funding opportunities. We:

- Completed an environment scan and needs assessment to help identify gaps and needs, current resources, and key areas for development.
- Completed a comprehensive community engagement process, including bilingual, web-based and paper surveys for providers, community members, and consumers; interviews of key stakeholders; consumer focus groups; regional Issue Summits; feedback gathering at community meetings; and presentations of iterative drafts of the regional plan.
- Achieved approval of the Regional Plan and first-year Implementation Plan and, later,
  a 2019 update to ensure compliance with new funding opportunities and include new
  demographic data.

#### Tulsa, Oklahoma, 2019

Homebase is currently facilitating a community-based planning process to develop a strategic plan for addressing homelessness. The process has included:

 Conducting an environmental scan and gaps analysis that solicited input from a broad array of stakeholders, and involved an online provider survey, interviews with 15

stakeholders, 6 focus groups organized by sub-population, analysis of system performance measures and other data, and review of key documents. Ten high priority areas for action were identified.

- Organizing a planning structure that included a communitywide kick-off meeting, an advisory committee that meets monthly, and topical sub-committees that are developing and prioritizing the plan recommendations.
- Conducting a cost analysis and developing other information to facilitate plan implementation.

# Nevada, 2014

Also, as part of a joint HUD, USICH and other federal partners initiative, Homebase facilitated the development of an action plan for the state of Nevada to enhance integration of the housing and healthcare systems to better serve people who are experiencing chronic homelessness. One of 20 sites in the nation, we facilitated a two-day session in Las Vegas in 2014, involving over 40 participants from multiple sectors, that produced the "Building Housing and Healthcare Systems that Work Together" action plan, and providing an important impetus for the state's efforts to create a Medicaid supportive housing services benefit.

 Does anyone in your staff have experience working with homeless service providers or individuals/families experiencing homelessness? If so, please provide their resumes or a description of their work experience.

All of Homebase's staff have experience working with homeless service providers and with individuals/families experiencing homelessness. All of our work is focused on helping communities put in place systems and programs to prevent and end homelessness. As such, we work with homeless service providers conducting planning, program design and development, trainings, and evaluations. We also often work directly with people experiencing homelessness through their participation on CoC or Youth Boards, planning committees and/or focus groups.

In our response to Question 11, we provide resumes describing work experience for all of the staff who will be assigned to this project.

Does your organization or members of your team have expertise in Quality Improvement or System/Process Redesign Methodologies? If so, please explain.

Homebase is experienced with system redesign methodologies and has worked with many communities to transform their systems to enhance outcomes and strategic allocation of resources. We have assisted efforts to transform systems both at the County or Continuum level and at the agency level. This has ranged from program restructuring and asset realignment to developing interagency partnerships and facilitating interagency trainings, information-sharing and referrals. Our work has included revamping governance structures and building

consensus on system-wide performance measures, and we have helped individual agencies to assess and restructure their funding and program models to increase long-term financial feasibility. We have helped to design and implement coordinated entry systems, fostering agreement on assessment tools and practices and building willingness to adapt system and program operations to meet new goals. We have helped communities to evaluate strategic investment of resources in transitional housing and consider retooling to rapid rehousing or permanent supportive housing, and we have assisted Continuums in the adoption and implementation of a Housing First philosophy across all member agencies. In all cases, key to successful redesign and change management is an open, transparent process that involves stakeholders and clients, focuses on building relationships and trust, offers clear communication, addresses all concerns, and provides the training and system support needed to carry out the changes. Below are some examples of our work in this area.

- Agency Integration/Redesign: In Contra Costa County, CA, Homebase facilitated a multiyear effort supporting the county in merging its mental health, drug and alcohol treatment and homeless programs into one integrated behavioral health division. This effort involved an intensive effort to educate staff across programs and then engage them in defining a common vision for the new division; launching several pilot initiatives and; finally, in the development of a strategic framework to guide the implementation of integrated programming based on identified priorities.
- System Restructuring: In Solano County, CA, Homebase helped to transform their system of care, which had become stagnant and ineffective, into a HEARTH-compliant structure, including a redesigned CoC Board, a new Governance Charter, and updated policies, procedures and written standards. Similarly, in Santa Clara County, CA, we coordinated a diverse group of stakeholders with divergent priorities to consensus on revisions to their CoC governance structure, and to agreement on communitywide performance indicators and a method for monitoring system and program performance. In San Francisco, CA, we provided consulting services and community process facilitation for the San Francisco Housing Authority's Re-Envisioning Process.
- Program Redesign: Homebase assisted Santa Clara, County, CA in an evaluation to inform a redesign of their crisis response infrastructure. We conducted an extensive evaluation of their emergency shelter and transitional housing programs, reviewing numbers served, outcomes, costs/client, etc. and developed recommendations regarding retooling of programs to rapid rehousing and permanent supportive housing. In Washington State, we provided 5 site-based transitional housing programs with technical assistance regarding conversion to PSH or rapid rehousing and developed a Transitional Housing Conversion Toolkit.
- Systemwide Policy Adoption: Homebase has supported numerous communities in implementing Housing First across their CoCs. In San Mateo County, CA, we have

Homebase Proposal

August 9, 2019

supported the adoption of Housing First, in line with their strategic plan, through a variety of trainings, one-on-one agency TA, and annual monitoring visits to evaluate compliance and identify areas where additional support is needed.

In our response to Question 11, we provide resumes describing work experience for all of the staff who will be assigned to this project.

Describe Respondent's specific experience with public entity clients. If Respondent has
provided services for the City in the past, identify the name of the project and the
department for which Respondent provided those services.

A large portion of Homebase's contracts are with public entity clients, and we have assisted them with education, outreach and policy making. For example, we worked with the San Francisco, CA Department of Homelessness and Supportive Housing to conduct planning and outreach for the development of their plan to address youth homelessness and we continue to provide policy and planning advice on a range of issues, including Housing First, coordinated entry systems, and landlord engagement. We worked with Humboldt County, Department of Health and Human Services, assisting with education and outreach in the organization of a summit on Housing First and provided policy advice in the development of their CoC NOFA application. We worked with the Yolo County Health and Human Services Agency to develop a strategic plan for addressing homelessness and also with the Tuolumne County Community Resource Agency to do the same. These are just a few examples of our contracts with public agencies. In all of our work with Public Agencies, we understand the importance of clear communication and transparency, timelines which allow time to receive necessary approvals, and accurate and professional product.

We have not previously provided services for the City of San Antonio.

If Respondent is proposing to include sub-contractors, describe the rationale for selecting the team and the extent to which the Respondent and sub-contractors have worked together in the past.

Homebase will not be involving sub-contractors in this project.

10. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to this engagement and relevant experience on projects of similar size and scope.

Homebase organizes its work using a team structure in order to leverage a diverse mix of skills, expertise and experience to best meet client needs. This project will be staffed with a five-member Project Team, composed of staff with the expertise and experience to carry out the work delineated in this RFP, including strategic planning, facilitation, system mapping, data analysis and evaluation, best practice guidance, and Plan write-up and marketing.

# City of San Antonio Department of Human Services RFP for Homeless Strategic Plan Consultant (RFP 19-082; RFx 6100011678)

Homebase Proposal

The Team Lead is Patrick Wigmore, one of Homebase's senior managers, who will act as the primary client liaison, coordinate the work plan, and provide day-to-day management of team members and their assignments. The Team Lead is backed by two Homebase senior management staff who provide overall oversight, subject-matter expertise and quality control to ensure all products are high quality and delivered according to agreed-upon timelines; these include Bridget Kurtt DeJong, Managing Director of State and Local Programs, and Nikka Rapkin, Executive Director. In addition, the Project Team will be supported by the full roster of Homebase staff, who will provide expertise or person-power, as needed.

See below (Question 11) for detail on professional qualifications and relevant experience for each Project Team member.

11. Please provide brief resumes for key personnel and subcontractors to include at a minimum the individual's name, title, and years of experience, description of current and prior experience, licenses, and certifications, and office locations of key personnel that would be assigned to the City's engagement. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

The following chart provides the name, title, office location, percentage of time to be devoted to the project, primary work assignment (project role and responsibilities), and experience highlights for each of the Project Team members. More detailed resumes follow for each.

## Project Team Staffing Plan

Name: Patrick Wigmore, BA

Title: Deputy Director

Office Location: New York City, NY

Project Role: Project Team Lead Percentage of Time: 10%

# **Project Responsibilities**

- · Coordination of Homebase Project Team and overall project management
- Client point of contact
- · Meeting facilitation and presentations
- Oversight and quality control of all deliverables

#### **Experience Highlights**

- Over 10 years of experience with strategic planning, CoC operation, best practices program development, needs assessments, and system/program evaluation.
- Expertise on federal policy, HEARTH and HUD regulations, Housing First and permanent supportive housing, systems integration and interagency collaboration.
- Skilled project manager.
- Extensive experience providing direct technical assistance to communities, funded through HUD TA as well as private contracts.
- · Led system of care analysis and redesign recommendations in Sonoma County, CA.

August 9, 2019

# City of San Antonio Department of Human Services RFP for Homeless Strategic Plan Consultant (RFP 19-082; RFx 6100011678)

Homebase Proposal August 9, 2019

 Has conducted numerous costs analyses and financial modeling for CoCs, including in Tampa, FL.

Name: George Martin, MPA Title: Policy Analyst

Office Location: New Orleans, LA

Project Role: Project Team Member Percentage of Time: 8%

#### **Project Responsibilities**

· Meeting facilitation

- · Best practices research
- Data and information collection and analysis
- · Materials and tools development

# **Experience Highlights**

7 years of experience with homelessness policy and programs.

- Expertise on federal policy, HEARTH and HUD regulations, Housing First and permanent supportive housing, systems integration and interagency collaboration.
- Extensive experience providing direct technical assistance to communities, funded through HUD TA as well as private contracts.
- · Experience with systems design and data analysis.

Name: Elizabeth Roehm, JD Title: Staff Lawyer

Office Location: Austin, TX

Project Role: Project Team Member Percentage of Time: 7%

#### **Project Responsibilities**

- · Meeting facilitation
- Best practices research
- Data and information collection and analysis
- Materials and tools development

### **Experience Highlights**

- Over 3 years of experience with homelessness policy and programs.
- Expertise on federal homelessness and housing policy, HEARTH and HUD regulations, Housing First and permanent supportive housing, systems integration and interagency collaboration.
- Experience with strategic planning and meeting facilitation, including in Mariposa County, CA and with system mapping, including mapping of the youth crisis system in Santa Clara and Sonoma Counties, CA and Tulsa, OK.
- Knowledge of strategies for housing and health care and for enhancing homeless access to mainstream services and benefits.

# City of San Antonio Department of Human Services RFP for Homeless Strategic Plan Consultant (RFP 19-082; RFx 6100011678)

Homebase Proposal

August 9, 2019

Experience providing technical assistance and training to communities, including on CoC operations, coordinated entry design, HUD's Equal Access Rule, LGBTQ+ cultural competency, and other topics.

Name: Sasha Drozdova, JD

Title: Staff Attorney

Office Location: Boston, MA

Project Role: Project Team Member

Percentage of Time: 5%

# **Project Responsibilities**

- Meeting facilitation
- Best practices research
- Data and information collection and analysis
- Materials and tools development

# **Experience Highlights**

- Over 3 years of experience with homelessness policy and programs.
- Expertise on federal homelessness and housing policy, HEARTH and HUD regulations, Housing First and permanent supportive housing, systems integration and interagency collaboration.
- Experience with strategic planning and implementation, including in Santa Clara County, CA – develops annual report on state of homelessness and Strategic Plan implementation and progress.
- Experience with data gathering and analysis and performance measurement. Has
  conducted program evaluations, including of coordinated entry systems in several
  California counties.
- Experience providing technical assistance and training to communities, including on CoC operations, coordinated entry design, landlord engagement, cultural competency, and other topics.
- Skilled meeting facilitator and experience organizing client focus groups and community stakeholder workshops.

Name: Alicia Lehmer, MA

Title: Policy Analyst

Office Location: Hershey, PA

Project Role: Project Team Member

Percentage of Time: 4%

#### **Project Responsibilities**

- Meeting facilitation
- · Best practices research
- Data and information collection and analysis
- Materials and tools development

#### **Experience Highlights**

Homebase Proposal

August 9, 2019

Title: Executive Director

- Over 4 years of experience with homelessness policy and programs.
- Expertise on federal homelessness and housing policy, HEARTH, ESG and HUD regulations, Housing First and permanent supportive housing, systems integration and interagency collaboration.
- Experience with strategic planning, including development of action plans to integrate housing and health care services as part of the national Housing and healthcare H<sup>2</sup> Initiative, and homelessness strategic planning in Solano County, CA.
- Experience with training and materials development on behavioral health collaboration and cultural competency. Organizes conferences and trainings on youth homelessness and LGBTQ+ cultural competency.
- Experience with system redesign and integration assisted efforts in Contra Costa County, CA to integrate the County Mental Health, Alcohol and Other Drugs and Homeless Programs into one Behavioral Health Division.

Name: Bridget Kurtt DeJong, JD Title: Director of State and Local Programs

Office Location: St Joseph, MO

Project Role: Oversight & Subject Matter Expertise Percentage of Time: 2%

# **Project Responsibilities**

- Provides overall administrative oversight, including financial management; provides TA support, and quality control review
- Subject matter expertise on HEARTH/federal policy; system redesign and change management, strategic resource allocation; and cross-sector collaboration.

#### **Experience Highlights**

- 12 years of experience in project management and providing direct TA to CoCs and agencies.
- · Expert facilitator and skilled trainer.
- Experience with strategic planning, system mapping, needs assessment, and gaps analysis.
- Expertise on HUD policy and CoC Program; HMIS; program evaluation and performance outcome measurement systems; system redesign and change management processes; and using data to inform policy decisions.
- Oversees all of Homebase's contracts with State and Local Communities, providing quality control and content support.

Name: Nikka Rapkin, JD

Office Location: San Francisco, CA

Project Role: Oversight & Subject Matter Expertise Percentage of Time: 1%

**Project Responsibilities** 

- Provides overall administrative oversight, including financial management; provides TA support, and quality control review
- Subject matter expertise on HEARTH/federal policy; system redesign and change management, strategic resource allocation; and cross-sector collaboration.

# **Experience Highlights**

- Over 10 years of experience developing agency capacity, supporting communities of all sizes in building robust systems of care.
- Expertise in community planning processes to strengthen system-wide, local and agency-level responses to homelessness -- experience engaging mainstream and public institutions in developing integrated, multi-sectoral solutions to end homelessness.
- Experience with HMIS, Coordinated Entry System development; CoC governance structure; performance measure and evaluation; strategic reallocation of resources, and system/program redesign.

#### PATRICK WIGMORE

# Summary

Mr. Wigmore coordinates Homebase's Federal Program activity, including HUD-funded homeless assistance TA, and provides a variety of technical assistance and training to communities and states. He conducts strategic planning processes; assists with program design and implementation; facilitates inter-agency and inter-jurisdictional coordination efforts; conducts system and program level evaluations; and coordinates needs assessments. He provides both direct agency capacity building support and delivers group trainings on a variety of program and policy issues. Prior to Homebase, Ms. Wigmore worked for the Corporation for Supportive Housing (CSH), overseeing extensive HUD-funded technical assistance efforts; facilitating best practice program development; and carrying out program evaluations to improve effectiveness and inform planning and policy development.

#### Professional Experience

# Homebase, Deputy Director-Federal Programs, March 2017-present

#### Expertise and Projects

- Federal and State Homelessness and Housing Policy: Provides technical assistance to assist states and communities in complying with federal program requirements and policy priorities -(CoC, ESG, HMIS), includes direct TA, group trainings, and development of training materials.
- Performance Measurement and Evaluation: Assists communities in performance measurement system design, including tool selection, organization of staff trainings and

Homebase Proposal

August 9, 2019

guidance on using data to guide policy and decision-making. Supported implementation of a countywide cross-agency evaluation tool in Contra Costa County, CA and design of new community-wide HEARTH compliant performance measurements using HMIS data elements in Las Vegas, NV. Has conducted regional trainings in numerous locations for HUD on strengthening performance outcome measures.

- Strategic Planning and Implementation: Facilitates community-based strategic planning processes, including ten-year planning.
- Best Practices Program Design and Implementation: Provides technical assistance and training on Housing First and other permanent supportive housing projects; landlord engagement; and homeless prevention. Assists efforts to coordinate services and facilitate homeless access to mainstream services, including supporting development of multi-disciplinary outreach teams; discharge planning; and SSI enrollment projects targeted to homeless people and others with chronic health and mental health disabilities.

#### Prior Experience

# Corporation for Supportive Housing (CSH)

Director, 2013–March 2017 Senior Program Manager, 2012 Program Manager, June 2008–2011

#### Chicago CoC

Director of Projects, 2007–2008 Project Manager, 2006–2007

#### Education

2002 BA, Loyola University of Chicago

#### GEORGE MARTIN, MPA

#### Summary

Mr. Martin provides technical assistance and training to recipients of HUD's homeless grant programs. He works with communities throughout the nation to increase capacity and performance in homeless crisis response systems. Mr. Martin has delivered trainings on HUD's Continuum of Care and Emergency Solutions Grant programs, as well as the online application and reporting systems used to administer those programs. He has provided technical assistance on CoC structure and governance, program requirements, and using data to inform systematic decision-making. Prior to joining Homebase, Mr. Martin worked at TDA Consulting, where he advised communities on homeless response, affordable housing programs, and fair housing.

#### Professional Experience

### Homebase, Policy Analyst, 2017-present

#### **Expertise and Projects**

- Federal Homelessness and Housing Policy: Provides technical assistance to aid states and communities in complying with federal program requirements and policy priorities (CoC, ESG), including development of TA and training materials. Reviews answers for HUD's esnaps Ask-A-Question (AAQ) desk.
- Youth Homelessness: Coaches communities on 100-Day Challenges to make advancement on ending youth homelessness.
- Program Design and Implementation: Advises organizations on designing programs in line with best practices including Housing First.
- System Design: Assists communities in establishing governance structures that meet HUD's requirements while meeting local needs, and in using data to inform decision-making.

#### Prior Experience

# TDA Consulting, Inc.

Senior Associate/Operations Supervisor, 2015-2017 Associate, 2012-2015

# Benjamin Banneker Elementary and Middle School

Community Partnerships Coordinator, 2011-2012

University of Illinois at Chicago - Science, Technology, & Environmental Policy Lab Research Associate, 2009-2011

#### Education

2011 MPA, University of Illinois at Chicago2008 BA, Saint Louis University

# ELIZABETH ROEHM, JD

#### Summary

Ms. Roehm provides technical assistance and training to aid communities in their work to end homelessness. She has conducted trainings on Continuum of Care (CoC) operations, HEARTH compliance, Housing First, landlord engagement, connection to mainstream benefits, HUD's Equal Access Rule, and other best practices. She has facilitated development and

implementation of coordinated entry systems in California Continuums of Care, both in rural and urban contexts. By assisting communities with CoC grant application processes, she supports acquisition of funds and aids communities in maximizing incoming resources. Ms. Roehm also has extensive experience in developing a wide variety of tools and materials for presentations, community meetings, focus groups, and more. Prior to joining Homebase, Elizabeth worked as an immigration attorney serving low-income crime victims in affirmative U Visa and VAWA petitions.

# Professional Experience

### Homebase, Staff Lawyer, 2016-present

# **Expertise and Projects**

- Building Systems of Care: Assisted in launching Lived Experience Advisory Board in Santa Clara County, facilitating individuals with prior experience of homelessness to create sustainable advisory and advocacy body to impact the homelessness system of care.
- Federal Homelessness and Housing Policy: Supports technical assistance to aid communities in complying with federal program requirements and policy priorities, including development of TA and training materials.
- Continuum of Care (CoC) Planning, Structure and Operations: Provides technical assistance and training on CoC operations, HEARTH compliance and enhancing provider coordination in Northern California Counties, including Santa Clara, San Mateo, and Mariposa Counties. Assists with the development of annual HUD Homeless Assistance application, including in Stanislaus County, CA; facilities Review and Rank panel, reviews project applications, and drafts the CoC application.
- Coordinated Entry Systems: Facilitates development and implementation of coordinated entry systems in California Continuums of Care. Assisted Santa Clara County in researching ways to incorporate transitional housing and shelter into their coordinated system.
   Facilitated community mapping process in Mariposa County to create coordinated system flow and regional coordinated entry policies that align with larger CoC. Analyzed Stanislaus County's coordinated entry procedures for HUD compliance prior to implementation deadline.
- Organizational Development and Capacity Building: Provides technical assistance and training on best practices, including Housing First, landlord engagement, connection to mainstream benefits, HUD's Equal Access Rule, and other best practices. Assessed needs and then coordinated Motivational Interviewing workshops in San Mateo County, CA to assist case managers to increase capacity to serve more vulnerable clients and thus enhance Housing First alignment. Developed materials on applying trauma-informed approaches agency-wide to support staff and prevent burnout.

- Strategic Planning and Implementation: Helped Mariposa County update strategic plan to end homelessness. Researched local planning efforts and conducted stakeholder and consumer interviews.
- Youth Homelessness: Conducted mapping of youth crisis system and points of discharge; facilitated youth focus groups; and assisted in writing a Youth Homelessness Demonstration Program application. Developed materials on best practices for housing transitional age youth.
- Housing/Healthcare Intersection: Researched innovative models of integrated medical/housing facilities for nonprofit medical provider specializing in services to lowincome clients.
- Trainings and Presentations: Conducted trainings in San Mateo County and Santa Clara County on: Landlord Engagement; LGBTQ+ Cultural Competency and Equal Access Rule; HUD Compliance Bootcamp; and Housing-Focused Case Management, among other topics. Also designed and conducted training for homeless services providers in Santa Clara County on expediting connections of clients to mainstream benefits, and for providers in San Mateo County on Service Animals and Emotional Support Animals.
- Homebase Strategic Direction & Staff Development: Worked with executive director to centralize and hone agency's conference strategy and approach. Created annual work plan, and tools to develop panel and presentation ideas with staff and to use conference opportunities to grow staff capacity and knowledge base.
- Taking Action for Equity: Worked with Homebase's internal work group on racial equity to frame organizational approach to racial equity conversations and develop materials to assist communities in data analysis around racial disparities.

# Prior Experience

Immigration Center for Women and Children Law Fellow/Staff Attorney, 2012 – 2015

New Haven Legal Assistance Association, Inc. Legal Intern, 2012

Centre for Policy Alternatives Summer Law Clerk, 2010

Casa Marianella, Inc.
Operations Coordinator, 2008 - 2009

#### Education

2012 JD, Yale Law School 2008 BA, University of Texas at Austin

August 9, 2019

# SASHA DROZDOVA, JD

#### Summary

Ms. Drozdova supports communities in their efforts to end homelessness by developing, implementing, evaluating, and strengthening coordinated entry systems and facilitating intercommunity planning processes and capacity-building to strengthen systemic responses. She collects and analyzes housing inventory and homeless population data to assess capacity and system gaps and facilitates multilingual focus groups to collect consumer input. She writes grant applications to increase programmatic and systematic capacity and function. She designs and conducts trainings, provides technical assistance, and monitors programs to ensure regulatory compliance and promote use of evidence-based best practices. She convenes Bay Area housing and homelessness leaders and policy experts to analyze system performance, identify best practices, advocate for effective state policy, and work towards regional solutions to homelessness.

#### Professional Experience

# Homebase, Staff Attorney, 2016-present

#### **Expertise and Projects**

- Federal Homelessness and Housing Policy: Manages and provides technical assistance to aid communities in complying with federal program requirements and policy priorities (CoC, ESG, HMIS, VAWA), including monitoring, development of technical assistance materials, and development and facilitation of trainings.
- Coordinated Entry (CE) Systems: Facilitates development of coordinated entry system.
   Develops CE policies and procedures in Santa Clara County, CA. Performed annual CE evaluation via HMIS data analysis and analysis of provider, consumer, and community input in Santa Clara County, CA and Maricopa County, AZ.
- Continuum of Care (CoC) Planning, Structure and Operations: Provides technical assistance to COCs to support HEARTH compliance. Facilitates community processes to update Santa Clara County, CA CoC policies and procedures and organizes and provides targeted technical assistance to member agencies. Managed development of operations manuals for Santa Clara Couty, CA CoC's homelessness prevention system and employment pathways initiative and developed operations manual for Santa Clara County, CA CoC's rapid rehousing programs. Developed and trained providers in implementing standard eligibility documentation checklists and form letters for Santa Clara County, CA CoC.

August 9, 2019

- Performance Measurement and Evaluation: Assists with the development and operation of performance measurement systems and conducts client focus groups and community workshops with stakeholders. Facilitates the annual CoC program evaluation process for Santa Clara County, CA, including community process to develop performance measures, drafting and review of performance evaluations, and project review and ranking. Conducted similar evaluation work in Nap County, CA, Stanislaus County, CA, and Maricopa County, AZ. Assists with program- and system-level performance measurement, providing user support for Homebase's Program Evaluation and Scoring Tool (PRESTO), a web-based platform for analyzing the performance of homeless housing and service projects and systems of care.
- Strategic Planning and Implementation: Assists Santa Clara County, CA with the implementation of its Community Plan to End Homelessness, including regular public reporting on implementation and progress toward Plan goals. Develops annual report on the state of homelessness and the supportive housing system to support community advocacy and fund development.
- Best Practices Program Design and Implementation: Supports Santa Clara County, CA CoC in implementing Housing First, landlord engagement strategies, cultural competency, and other best practices. Facilitates community meetings, advises leadership, conducts trainings, develops best practices manuals and materials, and provides technical assistance. Performed similar work in Napa County, CoC.
- Data Gathering, Reporting, Analysis and Management: Assists communities in gathering and analyzing qualitative and quantitative data to develop strategies to improve system performance. Facilitates consumer focus groups in English and Spanish to acquire consumer input regarding system strengths and gaps. Leads Napa County's Housing Inventory and Point-In-Time Counts, including planning, training, survey development, data quality control, data analysis, and reporting.
- Peer Networks/Learning Communities: Plans and convenes quarterly Bay Area Regional Steering Committee on Housing; also facilitates peer learning sessions, moderates panels, and delivers presentations. Convenes Bay Area housing and homelessness leaders and policy experts to analyze system performance, identify best practices, advocate for effective state policy, and work towards regional solutions to homelessness.

## Prior Experience

# California Lawyers for the Arts

Liberty Hill Foundation Fellow, September 2014 - February 2016

#### Law Office of Justin Sobodash

Contract Attorney, September 2014 – March 2015

#### Insomniac Events

Law Clerk, January 2013 - April 2014

# City of San Antonio Department of Human Services RFP for Homeless Strategic Plan Consultant (RFP 19-082; RFx 6100011678)

Homebase Proposal August 9, 2019

# **Bet Tzedek Legal Services**

Summer for Justice Clerk, May - August 2013

#### Education

2014 JD, University of California, Las Angeles - School of Law

2011 BA, Magna Cum Laude, University of California, Las Angeles – Political Science

# ALICIA LEHMER, MA

# Summary

Ms. Lehmer supports technical assistance and training to aid states and communities in their work to end homelessness. She conducts research and produces reports, surveys, and other tools, and helps to organize and facilitate convenings and trainings. She has expertise related to needs of homeless youth, particularly LGBTQ youth.

### Professional Experience

#### Homebase, Policy Analyst 2015-present

# **Expertise and Projects**

- Federal Homelessness and Housing Policy: Supports technical assistance to aid states and communities in complying with federal program requirements and policy priorities (CoC, ESG), including development of TA and training materials. Drafts answers for HUD's ESG Ask-A-Question (AAQ) desk.
- Housing and Health Care: Assisted with the national Housing and Healthcare H<sup>2</sup> Initiative. Provided research on strategies for using Affordable Care Act (ACA) opportunities to better address homelessness and on best practices in integrating health care and housing services for those who are homeless or at-risk, including research on funding housing support services through Medicaid.
- Mental Health, Behavioral Health, and Substance Abuse: Assists in the development of materials for the Substance Abuse and Mental Health Services Administration's (SAMHSA) Cooperative Agreements to Benefit Homeless Individuals (CABHI) program, including research and development of webinar presentations on Rural Behavioral Health Collaboration, State Interagency Collaboration, and Cultural Understanding and Responsive Services. Crafted materials and assisted in the facilitation of CABHI Sustainability Workshop in Pittsburgh, PA.
- Strategic Planning and Implementation: Supports TA to communities to develop plans for

Homebase Proposal August 9, 2019

ending homelessness, including in Solano County, CA.

- System Redesign and Integration: Supported efforts in Contra Costa County, CA to integrate
  the County Mental Health, Alcohol and Other Drugs and Homeless Programs into one
  Behavioral Health Division.
- Special Needs Sub-Populations: Supported technical assistance to Hamilton County, OH and Harris County, TX to implement plans to prevent and address homelessness among LGBTQ youth, including addressing employment needs. Designed materials to support San Francisco's Youth Homelessness Demonstration Program (YHDP) community planning process and assisted with the development of San Francisco's Coordinated Community Plan to Prevent and End Youth Homelessness.
- Facilitation and Presentations: Supported the development, design, and facilitation of the Substance Abuse and Mental Health Services Administration's (SAMHSA) Homeless and Housing Resource Network (HHRN) Forum on Ending Youth Homelessness. Developed presentations for CoC providers on the topics of housing and healthcare integration and youth homelessness.
- Coordinated Entry: Provided remote Coordinated Entry technical assistance to 11 CoCs to help them come into compliance with HUD regulations prior to January 23, 2018.
- Disaster Relief and Emergency Preparedness: Member of the Homebase Disaster and Fire Relief Committee. Assisted in the research and development of materials to support disaster recovery efforts in response to the 2017 California wildfires.

#### Prior Experience

# University of San Francisco

Teaching Assistant, 2014-2015 Research Assistant, 2014 - 2015

#### Homebase

Policy Intern, Summer 2014

### Education

2015 MA, University of San Francisco

2013 BA, University of Pen

August 9, 2019

# NIKKA RAPKIN, JD

# Summary

Ms. Rapkin has over a decade of experience in public health, non-profit management and system and program design to respond to global social challenges. As Executive Director of Homebase, she works with federal, state and local partners to develop and implement policies that enhance equitability of access to housing, health and well-being for persons experiencing and at-risk of homelessness. Her work engages mainstream and public institutions in developing integrated solutions to end homelessness and supports communities of all sizes in building robust systems of care. She is a skilled trainer and has worked globally to design and disseminate best practices, partnering with local leadership, cross-system stakeholders, service providers and program participants to translate policy to practical reality. In her role as the Executive Director, Ms. Rapkin oversees all aspects of Homebase operations and financial administration, staff management and development, implementation of Homebase's vision, and quality assurance of Homebase work product.

# Professional Experience

### Homebase, Executive Director

#### **Expertise and Recent Projects**

- Strategic Planning and Cross-Sector Problem Solving: Convenes and facilitates strategic
  planning and implementation processes, working with local, regional and state stakeholders
  to build consensus, momentum, and leadership. Fosters buy-in by elected officials,
  executive administrators of government agencies and non-profits, providers, and
  community members to commit to practical and innovative strategies. Facilitated
  development and adoption of strategic plans in several California counties to implement
  solutions around resource allocation and cross system partnerships, including a corrections
  system discharge/re-entry summit in Washington State, regional housing and healthcare
  integration planning in Central California, and strategic planning and implementation in
  Shasta, Mariposa, and Santa Clara Counties.
- Performance Measurement, Analysis and Data Management: Works with numerous
  communities and agencies to identify performance metrics and leverage data to understand
  system flow and opportunities for strengthening outcomes in addressing homelessness. Led
  teams to facilitate gaps analyses of data and technology systems, HMIS vendor transitions,
  and local processes to expand functionalities of HMIS software to strengthen the usability
  of HMIS data to respond to homelessness. Provides guidance on collecting, interpreting,
  presenting and applying data to support monitoring of strategic plan implementation and
  project and system performance, most recently in Santa Clara and San Mateo Counties.

Homebase Proposal August 9, 2019

- System Design and Evaluation: Facilitates stakeholders to design, assess and improve homeless systems of care, including system mapping to integrate multiple sectors into the homeless response, design and evaluation of coordinated entry systems, Homeless Management Information System (HMIS) gaps analyses, and development of agency and community-level policies. Led a variety of qualitative and quantitative needs assessment processes, synthesizing data to identify opportunities for aligning resources and collective impact, and facilitated stakeholder processes to analyze and act to address gaps. Recent examples include an evaluation of the Santa Clara County Coordinated Assessment System, a gaps analysis of the Redding/Shasta County homeless services system, an analysis of gaps in discharge processes from state systems (prison, mental health hospitals, and in-patient drug and alcohol treatment) in Washington State, and system mapping and facilitation to support a rural community integrate its Health and Human Services and non-profit programs into a comprehensive system of care.
- Non-Profit and Provider Capacity Building: Works with public and non-profit service
  providers to implement robust programs to prevent and end homelessness, including
  prevention, diversion, crisis shelter, rapid rehousing and permanent supportive housing.
  Designed portfolio of capacity-building trainings and toolkits and facilitates one-on-one
  meetings with agency staff to evaluate opportunities to streamline agency systems,
  strengthen service outcomes and deepen application of best practices through agency-wide
  change management. Supports establishment of service provider networks and platforms
  for peer learning, and facilitates regional peer communities, including the Bay Area Regional
  Steering Committee on Homelessness and Housing (RSC), the longest standing
  homelessness learning community in the country, and the Northern California and Central
  California Roundtables.
- Regional Homelessness Policy and Data Integration: Facilitates urban and rural regions
  across the country to identify core challenges and foster collaboration between diverse
  stakeholders to leverage resources, engage in creative problem solving, and develop and
  implement actionable plans for transformative impact, and coordinates regional leadership
  to provide state and federal advocacy on related policy issues. Most recently, facilitated
  ongoing efforts to integrate data in the San Francisco Bay Area, participates in Homebase
  regional convenings of system leadership from Bay Area counties and Big 11 cities, and
  facilitated regional action planning in Central California to develop community strategies to
  enhance health care and housing intersystem coordination to better serve people
  experiencing or at-risk of chronic homelessness.
- Access Equity and Inclusion: Coordinates workshops, develops tools and curriculum, and
  facilitates community working groups to identify gaps and strengthen outcomes for
  underserved populations, including persons identifying as LGBTQ+, youth, people of color,
  survivors of domestic violence, and individuals with severe mental illness. Works directly
  with agencies to strengthen competencies in serving diverse clientele, and led, facilitated
  and coordinated advisory boards, advocacy and feedback processes by diverse persons with

lived experience of homelessness. Most recently, led Homebase teams in conducting data analysis in several California communities to identify racial disparities in system access, facilitated a process to revise coordinated entry and continuum of care policies and procedures to ensure safe access for households fleeing domestic violence in Santa Clara County, organized LGBTQ+ cultural humility workshops in three CoCs, and was a lead presenter and expert panelist for 2018 California Association of Counties workshop on youth homelessness.

- Public Education and Engagement: Educates community stakeholders about the root causes of homelessness and effective interventions through presentations, issue summits, and publications. Works with local agencies and officials to develop talking points to communicate effectively with the public and galvanize buy-in and support for the community's response to homelessness. Most recently, led development of Santa Clara County 2018 annual report on the state of the supportive housing system, facilitated community meetings in Redding and Mariposa, CA, and developed messaging to support provider agencies in discussing the adoption of coordinated entry processes and low-barrier housing first approaches to funders and board of directors.
- Federal Homelessness and Housing Policy: Provides technical assistance (TA) for HUD
  programs (CoC, ESG, HMIS, CDBG and HOME), including direct TA and group trainings, and
  leads development of training materials to support grantee compliance and effective
  program operation, including design of a comprehensive toolkit and robust training
  programs for new and experienced federally-funded programs. Conducts regulatory analysis
  and interpretation of federal and state policy around homelessness and health and human
  services and supports local and regional advocacy to develop issue briefs and promote
  policy change. Surveys regional housing and service providers on proposed federal and state
  legislation, budgets, and specific government agency initiatives and grant processes to
  support advocacy efforts.

#### Prior Experience

**Bay Area Community Resources** 

Program Director, March 2013 - November 2014

International Cardiovascular Health Alliance

Executive Director, January 2008 - May 2013

Orrick, Herrington, and Sutcliffe LLP

Attorney, October 2006 – March 2013

Honorable Robert B. Kugler

Judicial Law Clerk, August 2005 - August 2006

# City of San Antonio Department of Human Services RFP for Homeless Strategic Plan Consultant (RFP 19-082; RFx 6100011678)

Homebase Proposal August 9, 2019

2005 JD, University of California, Berkeley, School of Law

2001 BA, University of California, Davis

# BRIDGET KURTT DEJONG, JD

### Summary

Ms. Kurtt DeJong has provided a wide variety of technical assistance and training to various communities and states. She assists with program design and implementation; provides training on a variety of program and policy issues; conducts needs assessments; facilitates strategic planning processes; and helps communities carry out system- and program-level evaluations. She also provides direct agency capacity-building support to enhance program and system capacity and quality of care. As Managing Director for State and Local Programs, she also oversees all of Homebase's contracts with State and Local Communities, providing quality control and content support.

# Professional Experience

# Homebase, Managing Director-State and Local Programs, 2006-present

#### **Expertise and Projects**

- Needs Assessments and Gaps Analyses: Has conducted a wide range of needs assessments and gaps analyses to help communities evaluate and understand their needs, including a continuum-wide analysis of gaps in the crisis housing and services delivery system in Santa Clara County, CA and a system-level gaps analysis related to system performance and community goals in Missouri.
- Organizational Development and Capacity Building: Provides a wide-variety of organizational capacity building and other support to community-based agencies, including board development, agency transition, change management, and grants management systems. Provides targeted assistance to under-performing CoCs and agencies.
- Strategic Planning and Implementation: Led strategic planning processes to identify community priorities, analyze system gaps and needs, obtain stakeholder commitments, and isolate key metrics of success, including ten-year plans to end homelessness in Yolo, San Francisco, and Santa Clara Counties. Facilitated Plan implementation including processes in Santa Clara and San Francisco Counties, CA.
- Federal Homelessness and Housing Policy: Manages and provides technical assistance to assist communities in complying with federal program requirements and policy priorities (CoC, ESG, HMIS, HUD-VASH, Homeless Preferences in Project-Based Section 8, Housing Choice Vouchers). TA includes direct technical assistance, group trainings, site visits, and

August 9, 2019

development of training materials on such topics as equal access, serving vulnerable populations, and grants management.

- Continuum of Care (CoC) Planning, Structure and Operations: Provides trainings and has developed tools and materials, including a CoC policies toolkit. Assists numerous CoCs with planning, data analysis, monitoring/evaluation and grant administration. Helps establish HUD-compliant CoC structures (Board and committees) and policies, including facilitated systems transformations. Developed Hand-in-Hand Program to support staff of small or new CoCs in learning the CoC Program, leading their CoC, and responding to the CoC NOFA through a series of video trainings, peer calls, written materials and one on one TA.
- Performance Measurement and Evaluation: Assists numerous communities in performance measurement system design and implementation, including tool selection, organization of staff trainings and guidance on using data to guide policy and decision-making. Annually leads CoC housing and services project-level evaluation in multiple communities. Developed project level performance measures for CoC programs to meet CoC goals in multiple communities. Completes system performance analysis regularly.
- Coordinated Entry Systems: Assists with design, implementation, and evaluation of coordinated entry systems, including overall system redesigns.
- Resource Allocation: Supports multiple communities in California, Washington, Missouri and Georgia, through direct TA, on call TA, or peer-based TA, in identifying priorities, designing resource allocation systems, and evaluating funding use.
- Data, Reporting, Analysis and Management: Assists CoCs to collect, manage and utilize data to guide homelessness planning and program development and operation, including for resource allocation purposes. Supports PRESTO implementation.

#### Prior Experience

### Orrick, Herrington & Sutcliffe LLP

Global Finance Associate, October 2003-April 2006

#### **Legal Aid Society**

Orrick, Herrington & Sutcliffe LLP Extern to the Civil Division of the Legal Aid Society, May 2005-August 2005

Brennan Center Public Policy Clinic at the Center for Constitutional Rights Student Advocate, Policy Strategy, August 2002-May 2003

Women's Institute for Leadership Development (WILD) for Human Rights Legal Intern May 2001-August 2001

#### Education

# City of San Antonio Department of Human Services RFP for Homeless Strategic Plan Consultant (RFP 19-082; RFx 6100011678)

Homebase Proposal August 9, 2019

2000 BA, University of Iowa

12. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

The answers to the previous questions fully explain Homebase's skills and qualifications for this project. Without a doubt, we have the knowledge, skill and capacity to help San Antonio develop an effective strategic plan, through a planning process that builds communitywide support, is based on data about needs and current system performance, is informed by national best practices, and which is actionable, with clear parameters for implementation.

August 9, 2019

#### RFP ATTACHMENT A, PART THREE

#### PROPOSED PLAN

#### 1. Project Management Plan

Homebase will assist the City of San Antonio, South Alamo Regional Alliance for the Homeless (SARAH), and other stakeholders to develop a compelling strategic plan to guide action to address homelessness in San Antonio and Bexar County. We will do this through a two-phase process that efficiently solicits input from a broad range of stakeholders; bases the Plan's strategies on data-informed understanding of current system functioning and need; aligns with best practices and federal requirements and priorities; builds communitywide support for the Plan; and includes necessary detail to support implementation. This effort, as described below, will accomplish the targeted tasks listed in the RFP: Data Gathering, Communication & Input Gathering, System Mapping, and Plan Development.

This proposal is based on our understanding of San Antonio's goals for this planning process. One of the hallmarks of Homebase's work is that we work to provide the exact assistance our client needs in the best way for the client's community. We are happy to amend this workplan, including mid-stream realignments, to better meet local needs.

### Phase I: Building An Understanding of Current System Functioning, Needs, & Opportunities

Phase I (August - Mid-November 2019) will primarily focus on development of a baseline understanding of homeless-related need in San Antonio and Bexar County through outreach to stakeholders and clients; review of key documents; data gathering and evaluation; and system mapping and gaps analysis. Based on understanding of system functioning and need, relevant best practices will be identified to facilitate Phase II goal-setting and strategy development. Phase I will also involve establishment of a Strategic Plan Steering Committee and community/constituent education on the plan and planning process. Key activities during Phase I are outlined below:

Establish A Strategic Plan Steering Committee: Homebase will work with the City of San
Antonio and SARAH to establish a 5-7 member Steering Committee to lead the strategic
planning process, providing oversight and direction. Members of the Committee will be CoC
and community leaders with knowledge of homelessness and the homeless system of care
and who are in positions of authority, able to promote the planning process and influence
decision-making.

The Steering Committee will meet on a monthly basis to advance the planning process. Homebase will facilitate these meetings, developing announcements, agendas, and meeting materials. The City and SARAH will be responsible for organizing the venue, sending announcements, and other logistics. Homebase will attend meetings in person or virtually, through teleconferencing.

Homebase Proposal August 9, 2019

- Comprehensive, Multi-Part Evaluation of Homelessness and the Homeless System of Care: Using a variety of techniques, Homebase will gather and review quantitative and qualitative data on homelessness numbers and needs, the functioning and effectiveness of the current homeless system of care, considering both system- and program-level performance, and the efficiency of the system's resource allocation. Data and information to be reviewed includes:
  - Systemwide performance measures, including number of homeless individuals entering the system and if newly homeless or recurring, average length of homelessness, average time to permanent housing, permanent housing placement rates, increases in income and employment, and permanent housing recidivism. Data will be collected for the overall population as well as for key subpopulations (chronic, episodic, families, veterans, youth, elderly, at imminent risk, domestic violence, couch surfing, LGBTQ, migrant asylum seekers, and individuals discharged from health, behavioral health and criminal justice institutions).
  - o Entry points into homelessness and interaction with other systems of care.
  - Equity in homeless services (housing, health, mental health, etc.), considering access, availability and outcomes.
  - Homeless population needs
  - Impact of aging of the population on the homeless system, including needs for supportive housing and assisted living and health and behavioral health care, and projections for health care coverage and costs for unfunded care.
  - System capacity, including numbers served and on waitlists, including for prevention services.
  - Capacity/opportunities for data sharing and collaboration by the electronic data collection systems in use (HMIS, etc.).
  - Location of permanent housing placements and type of housing secured.
  - Current and projected housing stock and affordability.
  - Homeless households with employment or receiving non-employment income.
  - Scan of organizations providing services to people experiencing homelessness (services provided, numbers served, eligibility criteria, and other information to allow understanding of supply vs need). Will include identification and assessment of use of evidence-based practices (trauma-informed care, motivational interviewing, Housing First, supported employment, permanent supportive housing, integrated treatment for co-occurring disorders, and peer specialists and peer recovery coaches.
  - Funding sources supporting homeless system (local, state, federal and private), including their evaluation metrics and standards.

We will gather this information through a variety of complementary strategies, as outlined below. We will look to the Steering Committee to identify data sources and stakeholders to be interviewed.

- O Data gathering: We will gather all existing data from HMIS, PIT counts, HIC reports, data from other systems relating to homelessness, and other relevant sources. We will also gather data from communities similar to San Antonio/Bexar County from around the nation to serve as a base of meaningful comparison. Criteria for selecting these communities will be approved by the Steering Committee.
- <u>Document review:</u> We will review pertinent documents, such as the San Antonio Tomorrow Comprehensive Plan and the City of San Antonio HUD FY 2019 Action Plan, among others.
- Key informant interviews: We will conduct interviews with leading stakeholders to help contextualize data gathered and provide insight on issues and needs where data is lacking. We will use this process to reach out not only to those already engaged but to recruit new partners, such as the business community and higher education.
- <u>Client focus groups:</u> We will organize three client focus groups, each with a different sub-population.
- System Mapping and Gaps Analysis: Based on all of the data gathered, Homebase will develop a visual and written systems map that shows how consumers flow into, across and out of the system; referral patterns; interaction with other systems, and availability of housing and services. We will develop a gaps analysis that identifies unmet needs and prioritizes the gaps to be addressed. The gaps analysis will look at the homelessness system of care overall and at component, sub-population, and sub-regional needs, and will consider both the need for new programs as well as improvements to the operation of existing housing and services. It will also evaluate current partnerships and collaborations and identify needed improvements in service coordination and opportunities for additional cross-system collaboration.

The system map and gaps analysis will be combined with the system and data evaluation described above to form a comprehensive report that provides a baseline understanding of San Antonio/Bexar County's existing system of care (its structure, performance, and funding), homeless need, and gaps, and that will inform the identification of goals and strategies in the Strategic Plan.

Communication & Marketing: Through all of the aforementioned work, Homebase will
engage and gather input from a wide variety of stakeholder groups. We will develop
marketing materials that clearly explain the purpose of the strategic planning process, its
timelines, and opportunities for participation and input, and we will disseminate these
materials at all presentations, meetings, interviews, and focus groups. In the first month of
the planning process, we will conduct a presentation to the CoC Board, explaining the

planning process and its timelines. Client focus groups will be organized to obtain input from individuals experiencing or having previously experienced homelessness. Stakeholder interviews will be designed to reach out to both identified and new stakeholder groups, as determined in conjunction with the Steering Committee. We anticipate interviews with Haven for Hope Transformation Campus and Courtyard and other leading providers and coordinated entry hubs, government leaders, funders, law enforcement, faith-based congregations, and representatives from the business and education sectors.

- Development of Draft Vision Statement and Identification of Goals: Based on all of the
  input, data gathering, system mapping and gaps analysis, Homebase will facilitate the
  Steering Committee in developing a draft unifying vision statement and in identifying 3-5
  Plan goals which will frame the strategy development to take place in Phase II. These goals
  will respond to the priority big picture needs and challenges identified during Phase I. We
  will also work with the Steering Committee to finalize a Phase II process for soliciting input
  on strategy development for each goal.
- Best Practice Research and Case Studies: Based on the Steering Committee's identification
  of Plan goals, Homebase will identify best and emerging practices from similar communities
  around the nation to guide Phase II Strategic Plan strategy development. These best
  practices will include strategies for enhancing collaboration between the homeless system
  and other systems serving people who are homeless or at-risk, including the health care
  systems, foster care, school districts, higher education, and judicial system, and strategies
  for increasing community involvement, including the faith-based, business, and public
  sectors.

#### Phase I Deliverables & Milestones

- ✓ Steering Committee Meeting agendas and materials.
- Marketing Materials on strategic plan, purpose, timeline and opportunities for engagement.
- Community Education and Outreach through stakeholder interviews and focus groups.
- ✓ Report on Homelessness & System of Care, including system evaluation, systems map and gaps analysis, providing a baseline understanding of San Antonio/Bexar County's existing system of care (its structure, performance, and funding), homeless need, and gaps.
- ✓ Draft Vision Statement and identification of Plan Goals.
- ✓ Process for Phase II solicitation of input for strategy development.
- ✓ Materials on best practices to address Plan Goals.

August 9, 2019

# Phase II: Identifying Strategies for Action, Building Support and Writing the Plan

Phase II (Mid-November 2019 - March 2020) will focus on development of strategies to respond to the goals identified by the Steering Committee; defining detail needed to make all the strategies actionable for implementation; and building a base of support for Plan implementation. Key activities during Phase II are outlined below:

- Monthly Steering Committee Meetings Continue: Homebase will continue facilitating monthly meetings and developing all meeting materials.
- Soliciting Input to Develop Strategies for each of the Goals: Homebase will broadly solicit
  input on the draft vision statement and to develop strategies for each of the goals identified
  in Phase I, while at the same time building consensus and support for Plan implementation.
  We anticipate that this will involve presentations at appropriate existing CoC workgroups,
  such as veteran homelessness, youth homelessness, chronic homelessness, housing
  strategies, and family homelessness. In addition, Homebase will facilitate up to 4 half-day
  community summits on priority issues areas that seek to broadly engage the community,
  including mainstream agencies, business community, faith-based organizations, higher
  education, funders, and community members.

For both the workgroups and the community summits, we will develop agendas that include presentations on the findings from Phase I and provision of information on best practices that are relevant to the issue area being discussed. We will develop processes for soliciting input that engage participants in the planning process and help to define concrete, locally relevant strategies for achieving the Plan goals.

- Communication & Marketing: Homebase will keep stakeholders informed and educated about the strategies being developed through the process of soliciting input at the CoC workgroups and community summits. In addition, a draft of the Plan will be made available online for feedback before it is finalized.
  - Homebase will also develop for the Steering Committee a media/marketing strategy to be used by the community to distribute the completed Plan and solicit support and approvals, including from Bexar County, with the goal of building support and engagement in implementation.
- Drafting the Plan: Based on the input from the workgroups and community summits,
  Homebase will work with the Steering Committee to finalize the Plan, including the vision
  statement, overview of needs and challenges, goals, and strategies for action. Strategies will
  be locally-tailored, building on existing strengths and leveraging opportunities for crosssystem collaboration. We will also help define for each strategy, responsible parties,
  timelines, anticipated outcomes, metrics, estimated costs, and potential funding sources.
  Metrics to be used to track progress in addressing homelessness will align with the USICH

Homebase Proposal August 9, 2019

"Home, Together" Federal Strategic Plan to End Homelessness and also serve to measure local definitions of success.

#### Phase II Deliverables & Milestones

- ✓ Steering Committee Meeting agendas and materials.
- Materials for input gathering sessions at CoC workgroups and community summits.
- ✓ Strategic Plan, with implementation detail (timelines, responsible parties, estimated costs and potential funding sources, and tracking metrics). Includes Year 1 Action Plan.
- ✓ Marketing Plan for building community support.

#### On-Site Presence

The anticipated timeline for this project is five months, August 2019 – March 2020. Homebase anticipates seven visits to San Antonio to facilitate Steering Committee meetings, conduct interviews and focus groups, make presentations to the CoC Board, and facilitate input sessions with CoC workgroups and at community summits. We anticipate this would include a first visit in August to finalize the work plan with the City of San Antonio and SARAH, present the work plan to the CoC Board, initiate the Steering Committee, and begin stakeholder interviews. A final visit would occur in late March to present the Plan to the CoC Board for approval. Five other visits will occur over the course of the process, timed to best allow Homebase to conduct stakeholder interviews, facilitate focus groups, work with the Steering Committee, and gather input through the CoC workgroups and community summits. See the Project Schedule below for more detail.

RFP Attachment B: Proposed Budget, Organizational Chart, and Proposed Deliverables

Below is an overview of the budget, organized by the four deliverables stipulated in the RFP. This aligns with RFP, Attachment B, Price Schedule.

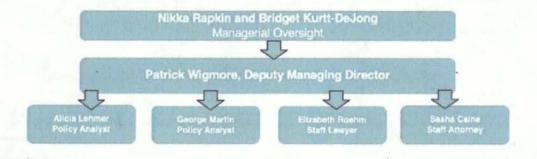
Line Items	Budget					
Deliverable: Data Gathering						
Salaries and Benefits	\$13,719					
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$3244					
Administrative Expenses (Indirect)	\$2598					
Sub-Total ,	\$19,561					
Deliverable: Communication						
Salaries and Benefits	\$16,490					
Operating Expenses (Office Supplies and Travel)	\$1585					

August 9, 2019

Administrative Expenses (Indirect)	\$1270		
Sub-Total	\$19,345		
Deliverable: System Mapping & Gaps Analysis			
Salaries and Benefits	\$10,096		
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$1959		
Administrative Expenses (Indirect)	\$1569		
Sub-Total \$13,624			
Deliverable: Plan Development			
Salaries and Benefits	\$41,324		
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$5,577		
Administrative Expenses (Indirect)	\$4467		
Sub-Total \$51,368			
Total Budget	\$103,898		

Below is our organizational chart of the staff who will undertake this project.

# **HomeBase Organizational Chart**



# **Proposed Marketing Methods**

Throughout the planning process, Homebase will work to promote and educate constituents on homelessness and the need for a Community Homeless Plan, and to build support for Plan implementation. We will develop marketing materials that explain the purpose of the strategic plan, the timeline and opportunities for engagement. These materials will be disseminated and explained at Phase I stakeholder interviews, client focus groups, and at the CoC Board presentation. During Phase II, the input gathering sessions at the CoC workgroups and the

August 9, 2019

community summits will be structured to educate and engage participants, building support for the Plan as input is gathered on strategies to achieve the Plan goals. In addition, Homebase will develop for the Steering Committee a Media/Marketing Plan to be used to distribute the completed Strategic Plan and solicit support and approvals, including from Bexar County, with the goal of building support and engagement in implementation. For more detail on these activities, see the above sections on Communication and Marketing.

# 2. Project Schedule

The following chart provides an overview of the project schedule for completing the tasks and deliverables set forth in the RFP. As stipulated in the RFP, the Strategic Plan will be finalized by the end of March 2020. This schedule assumes that the contract will be initiated in August 2019.

Phase I: Building an Understanding of Current System Functioning, Needs & Opportunities

August - Mid-November 2019

# August 2019

- Initial meeting with City of San Antonio and SARAH to finalize contract and work plan.
- Present work plan to CoC Board.
- Establish Strategic Planning Steering Committee and monthly meeting schedule. August agenda to focus on confirming work plan and identification of data sources, documents for review, list of stakeholders for interviews, and focus groups.
- Begin data analysis and document review, based on Steering Committee input.

#### September/October 2019

- Monthly Steering Committee meetings. Agendas focus on data gathering and system mapping processes.
- Data analysis, system mapping, and document review continue.
- Stakeholder interviews carried out. Steering Committee identifies list to be interviewed.
- Focus groups carried out. Steering committee identifies sub-populations and venues.

#### Mid-November 2019

- Monthly Steering Committee meeting. Agenda focuses on review of system evaluation, systems map and gaps analysis, development of vision statement, identification of Plan Goals, and approval of Phase II plan for soliciting input on strategy development.
- Develop Report on Homelessness & System of Care, including system evaluation, systems map, and gaps analysis.

August 9, 2019

Develop materials on potential best practices to address identified gaps and Plan Goals

Homebase will be onsite four times during Phase I, conducting data gathering/analysis, system mapping, and input gathering. We will attend the CoC Board meeting, Steering Committee meetings, and facilitate the focus groups. Homebase will conduct some stakeholder interviews while on-site and others over the phone.

Homebase will develop all agendas and materials for presentations, Steering Committee Meetings and focus groups. The City and SARAH will arrange meeting venue and logistics.

#### Milestones and Deliverables

- ✓ Steering Committee Meeting agendas and materials.
- ✓ Marketing Materials on strategic plan, purpose, timeline and opportunities for engagement.
- ✓ Community Education and Outreach through CoC Board presentation, stakeholder interviews, and focus groups.
- Report on Homelessness & System of Care, including system evaluation, systems map and gaps analysis, providing a baseline understanding of San Antonio/Bexar County's existing system of care (its structure, performance, and funding), homeless need, and gaps.
- ✓ Draft Vision Statement and identification of Plan Goals.
- ✓ Process for Phase II solicitation of input for strategy development.
- ✓ Materials on potential best practices to address identified gaps and Plan goals.

Phase II: Identifying Strategies for Action, Building Support and Writing the Plan Mid-November 2019 – March 2020

# Mid-November/December 2019

- Monthly Steering Committee meeting. December agenda focuses on best practices to address Plan Goals.
- · Solicit input on strategy development through the CoC Workgroups.

# January/February 2020

- Monthly Steering Committee meetings. Agendas focus on Community Summits and developing Plan strategies.
- Solicit input on strategy development through half-day Community Summits.

August 9, 2019

 Draft of Plan goals and strategies made available for public review and input. [Late February after last Community Summit]

#### March 2020

- Monthly Steering Committee meeting. Agenda focuses on finalizing strategies, developing implementation detail, and how to market Strategic Plan.
- · Plan written, incorporating all feedback.
- · Presentation of Final Plan to CoC Board.

Homebase will be onsite three times during Phase II and will attend Steering Committee meetings, the CoC Board meeting, CoC workgroup presentations, and Community Summits.

Homebase will develop all agendas and materials for Steering Committee Meetings, CoC workgroup presentations, and Community Summits. The City and SARAH will arrange meeting venues, logistics and outreach.

#### Milestones and Deliverables

- ✓ Steering Committee Meeting materials.
- ✓ Materials for input gathering sessions at CoC workgroups and community summits.
- ✓ Strategic Plan, with implementation detail (timelines, responsible parties, estimated costs and potential funding sources, and tracking metrics). Includes Year 1 Action Plan.
- ✓ Marketing Plan for building community support.

# 3. Additional recommended activities/tasks not included in Scope of Services

Homebase does not recommend any activities or tasks beyond what is included in the Scope of Services.

4. Identify any unique problems perceived by Consultant to achieve the Scope of Services within this RFP and goals of SA Tomorrow.

Homebase does not foresee problems with achieving the Scope of Services. Initially, based on the December 2019 deadline in the first version of the RFP, we were concerned with the short timeline and being able to conclude the effort during the end of the year holidays. The extension of the timeline to March 2019 as laid out in the final RFP addresses these concerns and provides for a timeline in which the Scope of Services can be completed without reservation. The data gathering section of the Scope of Services is considerable and will provide a strong base of information for developing targeted strategies to improve the effectiveness and efficiency of the community's efforts to address homelessness.

# RFP ATTACHMENT B

# **Price Schedule**

Line Items	Budget
Deliverable: Data Gathering	
Salaries and Benefits	\$13,719
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$3244
<ul> <li>Administrative Expenses (Indirect)</li> </ul>	\$2598
Sub-Total	\$19,561
Deliverable: Communication	
<ul> <li>Salaries and Benefits</li> </ul>	\$16,490
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$1585
<ul> <li>Administrative Expenses (Indirect)</li> </ul>	\$1270
Sub-Total	\$19,345
Deliverable: System Mapping & Gaps Analysis	
<ul> <li>Salaries and Benefits</li> </ul>	\$10,096
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$1959
<ul> <li>Administrative Expenses (Indirect)</li> </ul>	\$1569
Sub-Total	\$13,624
Deliverable: Plan Development	
<ul> <li>Salaries and Benefits</li> </ul>	\$41,324
<ul> <li>Operating Expenses (Office Supplies and Travel)</li> </ul>	\$5,577
Administrative Expenses (Indirect)	\$4467
Sub-Total	\$51,368
Total Budget	\$103,898

#### RFP ATTACHMENT D

#### LITIGATION DISCLOSURE

#### **FORM**

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_ No X

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_ No X

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_ No X

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim, or litigation, as applicable. Any such information should be provided on a separate page, attached to this form, and submitted with your proposal.

# Finance Department - Purchasing Division

# Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of City Business in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest nonlocal bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of City Business stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by City Businesses responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be City Businesses for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
- (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
- (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a City Business.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

- 1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
- 2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
- 3. Evidence of number of employees: Organizational charts, payroll records by location

# Finance Department - Purchasing Division Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

PROVIDE THE		INFORMATION	REGARDING	BIDDER'S	1	RESPONDENT'S
SOLICITATION NA	ME/NUMBER:					
REQUESTED BY OVENTURE. NO POSUBMIT REQUIRE	REFERENCE PO	INTS WILL BE AL				
SUBMIT A COPY	OF THE JOINT	VENTURE AGRE	EMENT. SUBM	IT ANY OTH	ER D	OCUMENTATION
STATE BIDDER'S /	RESPONDENT'S	S PERCENTAGE O	F OWNERSHIP I	N THE JOINT	VEN	TURE:%

Name of Business:	The Center for Com	mon Concerr	ns		
Physical Address: 870 Market St. #1228					
City, State, Zip Code:	San Francisco, CA 9	San Francisco, CA 94102			
Phone Number:	415-788-7961				
Email Address: bridget@homebaseccc.org					
Provide the total number of full- Bidder / Respondent: 50			mployed by		
Is Business headquartered within Antonio city limits? (circle one)	the incorporated San	Yes	No X		
Has the business been headquar San Antonio city limits for one yea	Yes	No X			
If the answers to the questions a	above are "Yes", stop here.		to either o		

# Finance Department - Purchasing Division Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time Bidder / Respondent in the local office:	e, and contract personnel e	mployed by
Is the business located in the incorporated San limits? (circle one)	Antonio city Yes	No
Has the business been located in the incor Antonio city limits for one year or more? (circle		No
Are at least 100 full-time, part-time or contract regularly based in the San Antonio office? (circ		No
Are at least 20% of the business' total full-time contract employees regularly based in the office? (circle one)		No
Do the employees in the San Antonio offic substantial role in the business' perform commercially useful function or are a substantial business' operations conducted in the San Art (circle one)	nance of a all part of the Yes	No

# Finance Department - Purchasing Division Local Preference Program Identification Form

### **ACKNOWLEDGEMENT**

#### THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

Nikka Ra	apkin
	Authorized Representative of Bidder / Respondent
Ní	R
(Signature)	Authorized Representative of Bidder / Respondent
Execu	tive Director
Title	
Date	

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.

# Veteran-Owned Small Business (VOSB) Preference Program Identification Form

**Authority**. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

**Certification**. The City relies on inclusion in the database of veteran-owned small businesses maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

**Preference**. The VOSB preference applies to procurements of discretionary expenditure and revenue contracts for goods, services, and concessions, where the selection criteria are not limited by state or federal law. The preference consists of 5% of the evaluation points for a business that is certified as a Veteran-Owned Small Business. Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of VOSB ownership of a joint venture responding to solicitations for which discretionary points are applied. There are no points available for VOSB subcontractors.

**Tracking**. In order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both the primary contract and subcontract levels.

**Exclusions**. This program does not apply to any expenditure or revenue contract with a value that is less than the amount that is required to be bid pursuant to state law (Chapter 252, Texas Local Government Code, as amended), currently \$50,000 or less, or where limited by state or federal law.

#### Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A VETERAN'S PREFERENCE. THE RESPONDENT MUST COMPLETE AND SUBMIT THE FOLLOWING FORM TO BE IDENTIFIED AS A VETERAN-OWNED SMALL BUSINESS. IF RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH VOSB MEMBER OF A JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

# Veteran-Owned Small Business (VOSB) Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION IF RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT AND ANY OTHER DOCUMENTATION TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

#### INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE SECTION 1 OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE SECTIONS 1 AND 2 OF THIS FORM.
- IF SUBMITTING AS PART OF A JOINT VENTURE, COMPLETE SECTION 3 OF THIS FORM.
- IF SUBMITTING AS A JOINT VENTURE UTILIZING A SUBCONTRACTOR, COMPLETE SECTIONS 2 AND 3 OF THIS FORM.

# Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: Homeless Strategic Plan Consul	tant/ RFx6100011678				
Section 1: Prime Contractor	1				
Name of PRIME CONTRACTOR:	The Center for Common Concerns				
Physical Address:	870 Market St. #1228				
City, State, Zip Code:	San Francisco, CA 9	San Francisco, CA 94102			
Phone Number:	415-788-7961				
Email Address:	Bridget@homebaseccc.org				
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No X			
If yes, provide the SBA Certification #					
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No X			
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.					
Participation Percentage:					
Participation Dollar Amount:					
Section 2: Subcontractor					
Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No			
Name of SUBCONTRACTOR Veteran-Owned Small Business:					
Physical Address:					
City, State, Zip Code:					
Phone Number:					
Email Address:					
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No			
If yes, provide the SBA Certification #		:0)			
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No			
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.	,				
Participation Percentage:					
Participation Dollar Amount:					
	7				

# Veteran-Owned Small Business (VOSB) Preference Program Identification Form

#### Section 3: Joint Ventures

Is Respondent submitting as part of a joint venture?  (circle one)	Yes	No
Name of Joint Venture VOSB Member:		L
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration?	Yes	No
(circle one)		
If yes, provide the SBA Certification #		-
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

# Veteran-Owned Small Business (VOSB) Preference Program Identification Form

#### **ACKNOWLEDGEMENT**

#### THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

# RESPONDENT'S FULL NAME:

Nikka Rapkin	
(Print Name) Authorized Representative of Respondent	1
(Signature) Authorized Representative of Respondent	
Executive Director	
Title	
7/16/2019	
Date	

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.



City of San Antonio Department of Human Services 719 S. Santa Rosa San Antonio, TX 78204

To Whom It May Concern,

We, as the insurance brokers for Homebase/The Center for Common Concerns, commit to ensuring Homebase for the types of coverage and the levels specified in the attached Certificate of Insurance.

Regards,

Fabio Jacob

Pennbrook Insurance Services



# CERTIFICATE OF LIABILITY INSURANCE

CENTE-4 OP ID: FJ

DATE (MM/DD/YYYY)

07/18/2019 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND. EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:				
	k Insurance Services 0622553 www.pbcis.com	PHONE (A/C, No, Ext): 415-820-2200	FAX (A/C, No): 41	5-394-8332		
P.O. Box 2	6849	E-MAIL ADDRESS: yruiz@pennbrookins.com				
San Francisco, CA 94126-6849 Pennbrook - House A/C		INSURER(S) AFFORDING CO	OVERAGE	NAIC #		
		INSURER A : Sentinel Ins. Co, LTD (A	+, XV)	11000		
INSURED	The Center for Common Concerns	INSURER B : AmGuard Ins. Co. (A+, )	()	42390		
	DBA: Homebase Beth Theriault	INSURER C : No. American Capacity	(A+, XV)	25038		
	870 Market St Ste #1228	INSURER D :				
	San Francisco, CA 94102	INSURER E :				
		INSURER F:				

CERTIFICATE NUMBER: **REVISION NUMBER:** COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		ADDL			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABI		WSD	VVVD				EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OC	CUR	Х	X	57SBALN9034	04/13/2019	04/13/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
									MED EXP (Any one person)	\$	10,000
							-		PERSONAL & ADV INJURY	\$	2,000,000
	GEN	L AGGREGATE LIMIT APPLIES	PER:						GENERAL AGGREGATE	\$	4,000,000
		POLICY X PRO- JECT L	Loc						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:								\$	
	AUT	OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
Α		ANY AUTO ALL OWNED SCHEDULED AUTOS  X HIRED AUTOS  X AUTOS  X AUTOS			57SBALN9034	04/13/2019	04/13/2020	BODILY INJURY (Per person)	\$		
							1	BODILY INJURY (Per accident)	\$		
	X		Y NON-OWNED					PROPERTY DAMAGE (Per accident)	\$		
		1001-0100								\$	
		UMBRELLA LIAB OC	CUR						EACH OCCURRENCE	\$	
		EXCESS LIAB CLA	AIMS-MADE						AGGREGATE	\$	
		DED RETENTION\$								\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY							X PER OTH-		
В	ANY	PROPRIETOR/PARTNER/EXECUT CER/MEMBER EXCLUDED?	IVE Y/N	N/A		CEW932556	07/01/2019	07/01/2020	E.L. EACH ACCIDENT	\$	1,000,000
	(Man	datory in NH)		M.A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS belo	w						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Cyb	er Liability '	3			C4LQP086247CYBER2019	07/01/2019	07/01/2020	Limit		1,000,000
									Retention		5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of San Antonio is named as additional insured to the operations of the named insured as required through written contract. 30 days written notice of cancellation; 10 days notice for non-payment.

$\sim$ $\sim$	DTI	FIC	ATE	110	LDER

City of San Antonio Department of Human Services 719 S. Santa Rosa San Antonio, TX 78204

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE** 

# **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

					1 01 1	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	rties.	CEF	OFFICE USE		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number:		
	The Center for Common Concerns		2019-517412			
	San Francisco, CA United States	Date Filed:				
2	Name of governmental entity or state agency that is a p	07/16/2019				
-	being filed. City of San Antonio Department of Human Services		Date	Acknowledged:		
3	Provide the identification number used by the government description of the services, goods, or other property to		fy the co	ontract, and pro	vide a	
	RFx 6100011678 Homeless Strategic Plan Consultant					
4					f interest	
	Name of Interested Party	City, State, Country (place of busi	iness)	Controlling	oplicable) Intermediary	
TI	ne Center for Common Concerns	San Francisco, CA United State	es	X	intermediary	
_						
_						
_						
_						
	*	*			1	
_						
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION			8.		
	My name isNikka Rapkin	, and my date o	of birth is	7/6/1979		
	My address is870 Market St.#1228	, San Francisco ,	CA ,	94102	USA .	
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true a	and correct.				
	Executed in San Francisco	County, State ofCalifornia, on the	16 0		, 20 <u>19</u>	
		MA		(month)	(year)	
		Signature of authorized agent of co	ntracting	g business entity		

#### RFP ATTACHMENT I

#### SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: http://www.sanantonio.gov/purchasing/.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit 8, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Homebase/ Respondent Ent	The Center for Common Concerns tity Name	
Signature:	/hth	
Printed Name: _	Nikka Rapkin	
Title:Exec	cutive Director	

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

# RFP ATTACHMENT J

# PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is attached to Proposal		
Table of Contents	NR		
Executive Summary	NR		
General Information Form and Three (3) Reference Letters RFP Attachment A, Part One	NR		
Experience, Background and Qualifications RFP Attachment A, Part Two	NR		
Proposed Plan RFP Attachment A, Part Three	NR		
Price Schedule RFP Attachment B	NR		
+Contracts Disclosure Form RFP Attachment C	NR		
Litigation Disclosure Form RFP Attachment D	NR		
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	NR		
+Local Preference Program Identification Form RFP Attachment F	NR		
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment G	NR		
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter and Copy of Current Certificate of Insurance	NR		
+Certificate of Interested Parties (Form 1295) RFP Attachment H	NR		
+Signature Page RFP Attachment I	NR		
Proposal Checklist RFP Attachment J	NR		
+Signed Addenda, if applicable.			

<sup>+</sup>Documents marked with a (+) on this checklist require a signature.

Be sure all forms that require a signature are done so prior to submittal of the proposal.