

## OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

## **Request for Proposals**

## **Certificate of Preference Program Survey**

RFP Available July 3, 2025

Deadline for Submission July 31, 2025

Issued by: Office of Community Investment and Infrastructure One South Van Ness Avenue, Fifth Floor San Francisco, CA 94103

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## REQUEST FOR PROPOSALS CERTIFICATE OF PREFERENCE PROGRAM SURVEY

#### I. OVERVIEW

The Successor Agency to the Redevelopment Agency of the City and County of San Francisco, also known as the Office of Community Investment and Infrastructure ("OCII"), requires information related to the needs and preferences of Certificate of Preference ("COP") holders, so that OCII can maximize efforts to successfully house them. COP holders include persons displaced by the former Redevelopment Agency in the 1960s and 1970s ("Displacees"). OCII has previously identified approximately 1,242 COP holders who have affirmatively indicated interest in affordable housing, subject to meeting income and other program requirements. COP holders have a priority in housing that is funded or sponsored by OCII or the Mayor's Office of Housing and Community Development ("MOHCD"). OCII staff have developed a draft survey that is intended to help determine how to optimize services to best meet the needs of these COP holders.

Furthermore, with eligibility for COPs now expanded to include direct descendants of Displacees, OCII also seeks to engage this newly eligible group. Recent search efforts have identified over 1,300 descendants, and this survey is a critical step in understanding their unique needs and motivations. For many in this next generation, the expanded preference represents not only a housing opportunity, but also a chance to restore generational roots and thrive in San Francisco.

## II. SCOPE OF SERVICES: CERTIFICATE OF PREFERENCE SURVEY

The term for this contract to be awarded is not anticipated to exceed twelve months. Within this term, it is anticipated that the retained contractor will require six to nine months to finalize the survey design and fully implement it.

#### A. Project Goals

OCII is committed to honoring the history of families displaced by the former Redevelopment Agency and ensuring the COP Program provides a meaningful and effective pathway home. To better fulfill this commitment, OCII seeks to conduct a comprehensive survey of the entire identified community of approximately 2,200 Certificate of Preference holders, which includes Displacees and their direct descendants (note: this number may increase during the term of the contract). Therefore, OCII seeks a culturally competent contractor to develop, implement, and analyze this community-wide survey. The primary goals are:

- To listen to, and learn from, the entire COP community, understanding the demographics, housing needs, and preferences across all generations.
- To identify any differences in the needs and priorities between original COP holders and their descendants.

• To gather feedback that will help OCII optimize its services, marketing, and outreach to ensure the COP Program is an accessible and effective resource for all eligible participants.

#### B. Key Activities

The selected contractor will be responsible for the following activities:

- **Survey Development:** In close collaboration with OCII, the selected contractor will develop the final survey instrument. The survey must be designed with cultural competence to respectfully and effectively engage the entire community, recognizing the different experiences of Displacees and their direct descendants.
- Survey Implementation Plan: Recommend and execute a comprehensive survey delivery plan (e.g., mail, email, phone, focus groups, online platforms) designed to maximize responsiveness and accessibility across all age groups and demographics within the COP holder community.
- **Direct Outreach:** Conduct direct outreach to COP holders to encourage participation and provide support throughout the survey process.
- **Data Analysis:** Tabulate and analyze all survey responses, providing both quantitative data and qualitative insights.

## C. Project Deliverables

The selected contractor will provide the following deliverables:

- A final, approved survey to be used in outreach.
- A comprehensive survey implementation plan.
- A final report summarizing all survey findings, including a comparative analysis of the needs and preferences of original COP holders versus their direct descendants.
- Actionable recommendations for OCII and MOHCD on potential adjustments to marketing and outreach practices.
- Recommendations for maintaining meaningful and effective contact with all COP holders interested in future housing opportunities.
- A final presentation of the report and findings to the OCII Commission.

## D. Proposal Requirements for Contractors

RFP applicants will be required to submit the following:

- A detailed project budget that itemizes costs for all key personnel, direct survey expenses (such as mailings or platform fees), and any proposed incentives to encourage participation.
- A comprehensive staffing plan that identifies key personnel, outlines their specific roles and responsibilities, and includes a proposed work schedule.
- A proposal with recommended strategies for culturally competent outreach and survey implementation designed to maximize participation across the entire community.

• A detailed project timeline outlining all major tasks and milestones to be completed within the contract term.

## E. The COP Program:

Key characteristics of the COP Program are that it:

- Implements state law;
- Provides a housing lottery preference for displaced persons and their descendants in rental and for-sale affordable housing in the OCII major development areas, which include either OCII-funded or OCII-inclusionary, as well as affordable housing units sponsored by MOHCD;
- Does not guarantee any particular housing unit. It provides the Certificate Holders with a preference over other applicants in an affordable housing lottery but the COP Holder's household must meet the financial and other program qualifications for the affordable housing opportunity.

Notably, the California Redevelopment Law ("CRL") limits the priority or "preference" to persons who have low or moderate incomes and who were "displaced by the redevelopment project." The priority applies only in housing that is affordable to low- and moderate-income households. Thus, the CRL places several limitations on the preference program, including, the applicant's income eligibility, the applicant's status as displaced, and the type of housing in which the preference applies. These limitations serve the purpose of preserving this preference for those households that the state legislature has determined to be particularly needy because they have suffered harm: low income displacees.

## F. Current Implementation of COP Program

In 2012, the State of California dissolved the Redevelopment Agency and authorized the Successor Agency to the Redevelopment Agency (also known as the Office of Community Investment and Infrastructure or "OCII") to wind down redevelopment activities. Certain housing assets and obligations were transferred to MOHCD, which now manages the Certificate of Preference Program on behalf of OCII and the City. Nonetheless, OCII continues to fund and develop affordable housing as part of its obligation to complete the long-term development projects of the former Redevelopment Agency. In addition, MOHCD oversees marketing obligations of OCII's affordable housing developments and monitors compliance with other housing preferences required under redevelopment requirements.

OCII and MOHCD require housing developers to reach out to active COP holders with information about affordable housing opportunities in the Mission Bay, Transbay and Candlestick Point-Hunters Point Shipyard redevelopment project areas (each individually a "Project Area"), approximately two years before construction begins. Affordable housing

developers are required to partner with MOHCD approved housing counseling agencies to assist COP holders in addressing barriers they may experience in their application for housing opportunities. There are approximately 2,189 COP holders that MOHCD is currently in contact with via mail, email, and text messages. They receive outreach materials at the start of every marketing period initiated by either MOHCD or OCII.

## G. Proposed Project: Community-Wide Survey

To ensure the COP program effectively serves all eligible participants, OCII is proposing to issue an RFP to engage a contractor. The contractor will be responsible for designing and implementing a comprehensive, culturally competent survey directed to the entire identified community of 2,189 COP holders, which includes original Displacees and their direct descendants.

The selected contractor's primary activities will be to:

- Develop the final survey instrument in collaboration with OCII to understand community demographics, housing needs, and motivations for returning to San Francisco.
- Recommend and execute a multi-platform delivery plan (e.g., mail, email, phone, focus groups) to maximize accessibility and responsiveness across all generations.
- Tabulate and analyze all survey responses, providing a final report with actionable recommendations for OCII and MOHCD to better serve the entire COP community.
- Present all findings and recommendations to the OCII Commission.

#### Next Steps

OCII staff will recommend a contractor for a personal services contract (the "Contract"), following an evaluation of qualifications and oral interviews. This opportunity will be open to all businesses as further set forth in this RFP, and OCII remain committed to vigorous equal opportunity employment in its selection of a contractor.

## III. IMPORTANT DATES AND SUBMISSION PROCESS

## A. <u>Important Dates</u>

#### Electronic Submittal Deadline: July 31, 2025

Via electronic link provided to registered Applicants

<b>RFP</b> available on the OCII and SF	12:00 p.m., Thursday, July 3, 2025
Procurement websites	

Pre-submission meeting via Webex	9:30 a.m., Wednesday, July 16, 2025
Deadline for questions and requests for additional information	5:00 p.m., Friday, July 18, 2025
Submission deadline for Proposals	4:00 p.m., Thursday, July 31, 2025
Applicant interviews	The Week of August 4, 2025 (tentative)

#### B. <u>Questions and Requests for Additional Information</u>

Please submit all questions and requests for additional information regarding this RFP in writing by OCII (via e-mail), on or before the date and time as shown in Section II.A, to Pam Sims at pam.sims@sfgov.org and Omar Abdulla at omar.abdulla@sfgov.org. Questions received after the deadline may not be answered. All addenda, responses, and additional information will be distributed to all registered RFP-holders and posted on OCII's website. OCII reserves the sole right to determine the timing and content of the response, if any, to all questions and requests for additional information

#### C. <u>Registration</u>

Responses to this RFP will be accepted only from those Applicants who have registered with OCII by e-mailing a completed **Attachment #8** <u>**Registration Form**</u> to <u>pam.sims@sfgov.org</u>, with all of the following information:

- 1. applicant organization;
- 2. name of contact person;
- 3. email address; and
- 4. phone number

<u>**Only registered Applicants**</u> will receive answers to submitted questions as well as a link to upload submittal packages. RFQ packets will be available on and following the issue date listed in Section II.A., above, online at <u>https://sfocii.org/rfp</u>

#### D. <u>Pre-Submission Meeting</u>

The pre-submission video call (9:30 a.m., Wednesday, July 16, 2025) will provide background information. Attendance is not mandatory, but is highly recommended. See Meeting Instructions below.

Join link: https://sfpublic.webex.com/sfpublic/j.php?MTID=m685d622f1082405fd610adc402d7fad7

Webinar number: 2663 707 8088

Webinar password: prebidcop (77324326 when dialing from a video system)

Join by phone +1-415-655-0001 United States Toll (San Francisco)

Access code: 266 370 78088 Dial #, # after the prompt

#### E. <u>Submission Time, Place, Date, Contact</u>

Electronic submittals must be uploaded by **Thursday**, **July 31**, **2025** at **4:00** p.m. Registered Applicants will receive submittal instructions, including a OneDrive link to upload submittal materials.

#### IV. SELECTION PROCESS AND CRITERIA

#### A. <u>Selection Process</u>

OCII will undertake the following process to select the contractor:

- Submissions of **Proposals** by applicants wishing to be considered by OCII to provide these services will be accepted <u>electronically</u> until the date and time shown in Section II. A.
- (2) Submissions will be electronic, uploaded to electronic drive pursuant to instructions emailed to registered Applicants. No submissions received by facsimile or electronic mail will be considered. OCII staff will evaluate all submissions for completeness and minimum qualifications. Applicants may use the Submission Checklist (Attachment #9) as an aid in preparing the Proposal. Please note that the Submission Checklist is merely an aid. Each applicant is solely responsible for ensuring that all information requested in Section VI, <u>Submission Requirements</u>, is submitted even if such information does not appear on the Checklist.
- (3) OCII staff will contact references.
- (4) All or some of the applicants who have submitted complete and responsive Proposals may be interviewed. Interviews are scheduled to be held on the date(s) shown in Section II. A. *These dates are subject to change*. All applicants should advise OCII staff of availability on these days. Interviews will be conducted via video call.
- (5) Further written material regarding qualifications or submittals may be requested prior to or following interviews.
- (6) OCII staff will make a recommendation to the OCII Commission based on evaluation of the **Proposals**, interviews (if held), and reference checks. First consideration will be given in awarding contracts in the following order: (1) Project Area small business enterprises ("SBEs"), (2) "Local SBEs" (SBEs outside of Project Areas, but within San

Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs would be used to satisfy participation goals only if Project Area SBEs or local SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-local SBEs. This order will be considered for Applicants that either are SBEs or utilizes SBE contractors in the performance of the contract.

(7) The OCII Commission will approve the selection of the successful applicant.

OCII will not consider an applicant's public statements on matters of public concern that are protected under the First Amendment to the United States Constitution and unrelated to the contract, in the evaluation and selection of the applicant for the contract.

#### B. <u>Selection Criteria</u>

OCII will make the selection of the contractor based on the following factors:

- (1) The strength of the contractor's qualifications to undertake the subject scope of services and ability to meet deadlines;
- (2) Overall experience and expertise regarding the specific tasks and deliverables in the scope of services; (see Scope of Services section C above);
- (3) Ability to comply with OCII's policies, including but not limited to nondiscrimination, equal benefits, minimum compensation, healthcare accountability, small business enterprise requirements (if applicable), and insurance;
- (4) The proposed staffing and budget for providing the requested services;
- (5) Demonstrated cultural competency and experience working effectively with diverse populations;
- (6) Ability to interact courteously and professionally with the public;
- (7) Ability/experience in protecting privacy and the compliance with City/OCII requirements to safeguard private information; and,
- (8) Ability to provide weekly updates and coordinate activities with both MOHCD and OCII staff.

## V. SUBMISSION REQUIREMENTS

## A. <u>Submission of Proposals</u>

The **Proposal** must contain all of the following information:

- (1) A description of qualifications and any areas of specialty and professional capabilities.
- (2) A resume that lists and provides detailed descriptions of previous work that is of a similar or related nature to the subject scope of services, providing the client name and contact information for each.

- (3) A list of key employees who will perform the services, and the corresponding budget for this work. (The selected Contractor must notify OCII in writing within ten days of any change in the employment status of these key employees.)
- (4) A signed Small Business Enterprise Agreement (Attachment #1).
- (5) A signed Declaration of Nondiscrimination in Contracts and Benefits (Attachment #2).
- (6) A signed Minimum Compensation Policy Declaration (Attachment #3).
- (7) A signed Health Care Accountability Declaration (Attachment #4).
- (8) Complete responses to all Disclosure Questions in Attachment #5.
- (9) A signed Statement of Compliance with OCII Policies & Certification of Applicant (Attachment #6).

#### **Electronic Submittal Deadline: July 31, 2025 at 4:00 p.m.** Via OneDrive link provided to registered Applicants

A submission checklist is provided as **Attachment #9** to ensure that the applicant's submittal is complete. Please use this sheet when completing your submittal.

OCII will disqualify from consideration any **Proposal** received lacking all or part of any required submission element.

Applicants may submit a **Proposal** at any time prior to the submission deadline.

## VII. AGREEMENT TO COMPLY WITH AGENCY POLICIES

Each applicant shall acknowledge receipt and understanding of the following OCII contracting requirements and policies and confirm its ability and willingness to comply with each of them:

## A. <u>Small Business Enterprise Program</u>

OCII has adopted a Small Business Enterprise ("SBE") Program, which provides first consideration in awarding contracts in the following order: (1) Project Area SBEs, (2) Local SBEs (outside an OCII project or survey area, but within San Francisco), and (3) all other SBEs (outside of San Francisco). Non-local SBEs should be used to satisfy participation goals only if Project Area SBEs or Local SBEs are not available, qualified, or if their bids or fees are significantly higher than those of non-local SBEs. (See SBE Agreement, Attachment #1.). The Contractor must make good faith efforts to achieve the goals of the SBE Program, which are 50% SBE participation for professional, personal services, and construction contracts. This goal also applies to OCII when it is contracting directly for goods and services. SBEs must be certified with OCII. Further information on the criteria for determining eligibility is located in

Attachment #1. For any questions, please contact Maria Pecot, of OCII's Contract Compliance Department at maria.pecot@sfgov.org.

Once selected, a contractor who is performing services for OCII or the City may receive Personally Identifiable Information ("PII") under the terms of the agreement. The agreement will have obligations for the contractor to safeguard the PII and not disclose the PII to third-parties. For example, a business associate agreement is required for OCII or the City to share PII with a contractor/grantee.

#### B. <u>Applicant's Duty of Loyalty</u>

Applicant for itself and its subcontractors, if any, agrees to abide by OCII's duty of loyalty, which appears at Section IX.H. (Prohibited Activities of Present and Former Employees, Commissioners and Consultants) of OCII's Personnel Policy and which states in part the following: "Unless approved in advance in writing by OCII, no present or former employee, Commissioner or **consultant** of OCII shall knowingly act for anyone other than OCII in connection with any particular matter in which OCII is a party, or has a direct and substantial interest, and in which he or she participated personally and substantially as an OCII employee, Commissioner or **consultant** whether through decisions, recommendations, advice, investigation or otherwise. Violation of this section by a present employee, consultant or Commissioner may, in the case of an employee or consultant, be grounds for discharge or termination of the consultant contract, and in the case of a Commissioner, be considered misconduct in office pursuant of California Health and Safety Code Section 33115."

#### C. Limitations on Contributions

Through execution of this Agreement, Applicant acknowledges that it is familiar with section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with OCII for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by such individual, the board on which that individual serves, or a state agency on whose board an appointee of that individual serves; (2) a candidate for the office held by such individual; or (3) a committee controlled by such office holder or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Applicant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Applicant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Applicant's board of directors; Applicant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Applicant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Applicant. Additionally, Applicant acknowledges that Applicant must inform each of the persons described in the preceding sentence of the prohibitions contained in section 1.126.

Applicant will provide to OCII the names of: (i) each member of Applicant's board of directors, including the chairperson; (ii) Applicant's chief executive officer, chief financial officer and chief operating officer; (iii) any person with an ownership interest of more than 20 percent in Applicant; and (iv) any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Applicant.

#### D. <u>Nondiscrimination in Contracts and Benefits</u>

OCII has established a policy prohibiting discrimination in contracting, which includes a prohibition on discrimination in providing benefits between employees with spouses and employees with domestic partners. (see Attachment 2)

The applicant shall complete **Attachment #2** and submit a declaration to demonstrate compliance with the City's Equal Benefits Program here **https://www.sf.gov/equal-benefits-program**. Entities that have received certification from the San Francisco Human Rights Commission regarding their compliance with the Equal Benefits Ordinance of the City and County of San Francisco will be deemed in compliance with OCII's policy. For further information contact OCII's Contract Compliance Department at maria.pecot@sfgov.org.

#### E. <u>Minimum Compensation Policy and Health Care Accountability Policy</u>

OCII has adopted a Minimum Compensation Policy ("MCP") for all contractors under personal services contracts that require the payment of a minimum level of compensation to employees (**Attachment #3**). In addition, the Health Care Accountability Policy ("HCAP") requires that contractors offer certain health plan benefits to their employees or participate in a health benefits program developed by the City's Department of Public Health, or make a payment in lieu of such benefits to the City's Department of Public Health (**Attachment #4**).

The applicant shall complete and submit a completed MCP Declaration Form and HCAP Declaration Form (Attachment 3 and 4).

#### F. <u>Insurance</u>

The selected applicant must procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work under the Contract by the contractor, its agents, representatives, employees or subcontractors.

Unless otherwise approved by OCII, the selected applicant must maintain insurance with an insurance company that has an A.M. Best rating of A:VII with the following coverages and limits:

• General Liability: \$2,000,000 per occurrence;

- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage;
- Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of California and Employer's Liability limits of \$1,000,000 for bodily injury by accident and \$1,000,000 per person and in the annual aggregate for bodily injury by disease. (Required only if Contractor has employees); and
- Professional Liability: \$2,000,000 per occurrence.

The insurance requirements may be modified by OCII in its sole discretion.

### G. <u>Indemnity</u>

The selected applicant shall defend, hold harmless and indemnify OCII, the City and County of San Francisco and their respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of the awarded contract and any of the contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.

### H. <u>Disclosure Questions</u>

Each applicant shall Complete **Attachment #5**, Disclosure Questions, and submit the completed form as part of its Statement of Qualifications.

#### I. <u>Certification of Applicant</u>

The selected applicant shall certify under penalty of perjury under the laws of the State of California that all the information provided in the **Proposal** is true and correct (Attachment #6).

## VIII. ADDITIONAL TERMS AND CONDITIONS

#### A. <u>The Contract</u>

The selected applicant will be required to enter into the Contract with OCII (Attachment #7). The selected contractor will be required to comply with all of the provisions of the Contract, including, but not limited to, the OCII's policies and provisions regarding indemnification, insurance, small business enterprise requirements, and non-discrimination in employee benefits and hiring.

#### B. <u>Contractor Expenses</u>

Applicants responding to this **RFP** do so at their own expense. OCII will not consider any contractor costs related to its response to this **RFP** or its negotiation of the Contract as reimbursable or as eligible costs under the Contract.

### C. OCII Right to Modify or Suspend RFP

OCII, through its Executive Director, reserves the right at any time and from time to time, and for its own convenience, in its sole and absolute discretion, to modify or suspend any and all aspects of the selection process, including, but not limited to this **RFP**, and all or any portion of the contractor selection process in or subsequent to the **RFP**; to obtain further information from any contractor, to waive any defects as to form or content of the **RFP** or any other step in the selection process; to reject any and all responses submitted; to reissue the **RFP**; procure the desired services by any other means or not proceed in procuring the services; to negotiate with any, all, or none of the respondents to this **RFP** as to fees, scope of services, or any other aspect of the **RFP** or services; to negotiate and modify any and all terms of an agreement; and to accept or reject any applicant for entry into the Contract.

### D. <u>Claims Against the OCII</u>

Should an actual or potential proposer object on any ground to any provision or requirement of this RFP, that person or entity must, not more than ten calendar days after this RFP is issued, provide written notice to OCII setting forth with specificity the grounds for the objection. The failure of a potential proposer to object as set forth above shall constitute a complete and irrevocable waiver of any such objection.

Each applicant by responding to this **RFP**, waives any claim, liability or expense whatsoever against OCII and its respective officers, commissioners, employees and agents by reason of any or all of the following: any aspect of this **RFP**, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of OCII, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

#### E. <u>Term of Proposal</u>

Submission of a proposal signifies that the proposed services and prices are valid for 120 calendar days from the proposal due date and that the prices are genuine and not the result of collusion or any other anti-competitive activity.

#### IX. ATTACHMENTS

Attachment #1:	Small Business Enterprise Agreement
Attachment #2:	Declaration of Nondiscrimination in Contracts and Benefits and Instructions
Attachment #3:	Minimum Compensation Policy Declaration
Attachment #4:	Health Care Accountability Policy Declaration
Attachment #5:	Disclosure Questions
Attachment #6:	Statement of Compliance with OCII Policies & Certification of Applicant
Attachment #7:	Form of Contract
Attachment #8:	<u>RFP Registration Form</u>
Attachment #9:	Submission Checklist Sheet