

BOARD of SUPERVISORS



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MEMORANDUM

TO: Mary Ellen Carroll, Director, Department of Emergency Management
Abigail Stewart-Khan, Interim Director, Department of Homelessness and Supportive Housing
Jeff Kostisky, Director, Healthy Streets Operations Center
Trent Rhorer, Executive Director, Human Services Agency
Dr. Grant Colfax, Director, Department of Public Health

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight Committee, Board of Supervisors

DATE: June 24, 2020

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Supervisor Haney on June 16, 2020:

File No. 200642

Resolution urging City Departments to ensure that all clients brought into the COVID-19 Response System be placed into shelter or housing post-emergency; requesting a comprehensive plan to prevent shelter in place hotel clients from being discharged to the streets; and urging transparency in hotel referral and grievance policy.

If you have any comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

C:
Victor Lim, Department of Emergency Management
Dylan Schneider, Department of Homelessness and Supportive Housing
Emily Cohen, Department of Homelessness and Supportive Housing
Elizabeth LaBarre, Human Services Agency
Greg Wagner, Department of Public Health
Dr. Naveena Bobba, Department of Public Health
Sneha Patil, Department of Public Health

1 [Urging City Departments to Ensure Clients Brought into COVID-19 Response System be
2 Placed into Shelter or Housing Post-Emergency - Urging Transparency in Hotel Referral and
3 Grievance Policy]

4 **Resolution urging City Departments to ensure that all clients brought into the**
5 **COVID-19 Response System be placed into shelter or housing post-emergency;**
6 **requesting a comprehensive plan to prevent shelter in place hotel clients from being**
7 **discharged to the streets; and urging transparency in hotel referral and grievance**
8 **policy.**

9
10 WHEREAS, Since the declaration of a local public health state of emergency, San
11 Francisco’s Homeless Response System has shifted dramatically, with shelters and
12 navigation centers being re-purposed or closed for varying lengths of time, the shelter
13 reservation system pausing, and alternative shelter and housing programs being quickly
14 established in hotels and RVs; and

15 WHEREAS, This unprecedented amount of local, state, and federal funds invested into
16 temporary shelter in hotels and RVs for people experiencing homelessness during the COVID
17 emergency has helped curb the spread of COVID-19 and provided dignified shelter for
18 over 1,300 people experiencing homelessness; and

19 WHEREAS, As of June 16, 2020, 1,263 vulnerable people experiencing homelessness
20 are staying in a private Shelter In Place (“SIP”) hotel room, over a third of whom were
21 previously sleeping unsheltered on the streets; and

22 WHEREAS, The Department of Homelessness and Supportive Housing (“HSH”) recently released a Request for Proposals to identify Providers to operate current and future
23 SIP, Congregate Setting, and/or Isolation & Quarantine (“I&Q”) Sites; and

25

1 WHEREAS, The Questions and Answers published in RFQ #HSH2020-130 –
2 COVID-19 SERVICES, indicate that, “At this time, the City expects these [hotel and
3 congregate] sites to be in operation for at least a year, but the City cannot guarantee the
4 length of time each site will remain open, given the evolving nature of the situation“; and

5 WHEREAS, While these developments are promising, San Francisco and cities around
6 the country are at a crossroads grappling with how to approach the next phase of hotel and
7 mass shelter programs as contracts end, hotels begin to re-open for tourist use, and recovery
8 priorities shift; and

9 WHEREAS, There is a looming risk that San Franciscans sheltered in hotels and RVs
10 return to street homelessness or crowded shelters at the end of the Shelter In Place hotel
11 program; and

12 WHEREAS, HSH has recently indicated a goal to prevent anyone in a hotel or the
13 COVID response system from being discharged to the streets, however, in a May 2020 email
14 to the Board of Supervisors, HSH stated that “The city can no longer guarantee that a shelter
15 bed or permanent housing options will be available for everyone when the use of shelter in
16 place hotels concludes;” and

17 WHEREAS, The number of people experiencing homelessness who have “exited”
18 homelessness from hotels during the emergency remains undisclosed, although overall “exits”
19 to housing for the month of April, when the data was last available, totaled 93 individuals; and

20 WHEREAS, Vacancies have remained high in the hotel program, ranging
21 from 600-1,400 vacancies in “active” hotel rooms per night over the past month; and

22 WHEREAS, At the same time, placement into SIP Hotels is currently restricted to
23 people who are vulnerable, as defined by the County Health Officer and the process through
24 which an individual or family can receive an offer for placement is neither public or
25 transparent; and

1 WHEREAS, In addition to the lack of clarity around eligibility, for those currently staying
2 in a Shelter in Place hotel the San Francisco Shelter Grievance Policy does not currently
3 apply, despite the SIP Hotels' function as a form of temporary emergency shelter; and

4 WHEREAS, The Shelter Grievance Policy was first approved in 1992 and has been
5 amended multiple times to "focus on preventing the escalation of conflicts, maximizing the use
6 of informal avenues to resolve disputes and improving shelter environments for providers,
7 staff, and shelter clients;" now, therefore be it

8 RESOLVED, The Board of Supervisors urges the Human Services Agency and
9 Department of Homelessness and Supportive Housing to apply the Shelter Grievance policy
10 to Shelter-in-Place Hotels; and, be it

11 FURTHER RESOLVED, That the Board urges HSH to publish clear intake and referral
12 procedures for people experiencing homelessness to access Shelter-In-Place Hotels and
13 refine a community-based referral model; and, be it

14 FURTHER RESOLVED, That the Board opposes discharging any clients to the streets
15 who are currently staying in City or privately-funded hotels, congregate shelters, or RVs for
16 the COVID response; and, be it

17 FURTHER RESOLVED, That the Board urges HSH to conduct a Coordinated Entry
18 Assessment and enter into the ONE System every client in a SIP Hotel, RV, or congregate
19 site; and, be it

20 FURTHER RESOLVED, That the Board reaffirms its support for the Housing First
21 model and urges HSH to maximize the number of hotel units acquired for transition to
22 permanent supportive housing; and, be it

23 FURTHER RESOLVED, That the Board urges HSH to release a comprehensive plan
24 that outlines anticipated steps to prevent clients in SIP hotels or other COVID alternative
25

1 housing options from being discharged to the streets. The Board urges HSH to include in the
2 report:

- 3 a. The anticipated number of units that will be converted to permanent supportive
4 housing;
- 5 b. A summary of anticipated occupancy for congregate shelters;
- 6 c. The number of people experiencing homelessness who have “exited” homelessness
7 during the COVID emergency;
- 8 d. How many clients in SIP Hotels have had a housing assessment;
- 9 e. How many SIP clients assessed are Housing-Referral Status, and a breakdown by
10 race; and
- 11 f. How many vacant Permanent Supportive Housing units are vacant or available for
12 occupancy.

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City and County of San Francisco

**Request For Qualifications (RFQ)
COVID-19 Response Services
RFQ#HSH2020-130 (RFQ# 130)
Contact: Gilda Kemper | HSHProcurements@sfgov.org**

Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) and Department of Public Health (DPH) invite Applications from qualified Applicants to deliver time-limited and as-needed services in response to the public health emergency, COVID-19.

Schedule¹

RFQ issued	June 4, 2020
RFQ Questions Deadline	June 8, 2020 by 5:00 pm
RFQ Answers and Clarifications Published	June 10, 2020
Applications Due	June 16, 2020 by 5:00 pm
Intent to Award Notification	Rolling basis
Agreement Commences	Rolling basis

RFQ Questions and Communications

Interested parties are directed **not** to contact any employees, agents, or officials of the City other than those specifically designated in this RFQ. No questions will be accepted the RFQ Questions Deadline with the exception of Applicant specific City vendor compliance form questions. All questions must be submitted by email to HSHProcurements@sfgov.org by the RFQ Questions Deadline.

¹ Dates are subject to change. Check the HSH website for latest schedule at <http://hsh.sfgov.org/overview/procurements/>.

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I. Background

A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) and Department of Public Health (DPH) invite Applications from qualified Applicants to provide time-limited and as-needed services in response to the public health situation, COVID-19 in one or more settings²:

1. Shelter In Place (SIP) Sites
2. Congregate Setting Sites
3. Isolation and Quarantine (I&Q) Sites

This RFQ will serve the following purposes:

1. To qualify Applicants whose responses conform to this RFQ and meet the City's requirements;
2. To make multiple awards to the Applicants selected as the most qualified on a rolling basis, with various start dates and terms; and
3. In the event that the City has the opportunity to convert these sites into more permanent settings or secure additional permanent sites, Applicants have the opportunity to qualify to provide such ongoing services, which may include Property Management, Support Services, and/or similar services³.

Any organization that wishes to be considered qualified for services must apply under this RFQ. This includes all organizations that are currently providing emergency services in response to COVID-19 and those that wish to do so in the future.

Awarded Providers are expected to provide all services described under each service component for which they applied, either directly or through a subcontractor, as listed in this RFQ, in compliance with the funding requirements. Applicants may apply for one or more service component.

Actual agreement terms and amounts may vary based on funding availability, Application contents, agreement negotiations, Awarded Provider performance, as well as future needs. The City may extend agreements for a total term not to exceed ten years and change and/or increase funding amounts in accordance with City rules and regulations.

B. Terms and Acronyms Used in this RFQ

Term	Definition
Access Points	Access Points are localized community gateways into San Francisco's Homelessness Response System (HRS), which is the overall system of programs and housing opportunities for those experiencing homelessness. The Access Point staff assess households for service needs and eligibility and provide Problem Solving, needs assessment, prioritization, and referrals to appropriate resources.
Applicant	Any entity submitting an Application in response to this RFQ.
Application	A response to this RFQ detailing how an Applicant will meet the requirements of this RFQ.
City	City refers to the City and County of San Francisco.
Congregate Setting Sites	Congregate Settings Sites serve COVID-negative, vulnerable individuals, which include post-COVID positive individuals or COVID-19 positive individuals, which include living in a shelter or other settings with shared amenities (e.g. shared

² All settings will comply with the latest Department of Public Health (DPH) guidance.

³ Ongoing services would be funded with non-FEMA dollars.

Term	Definition
	sleeping, dining, and socializing spaces) in accordance with DPH guidelines. These settings may require monthly COVID-19 testing, or other requirements set by DPH.
Coordinated Entry	Coordinated Entry organizes the Department of Homelessness and Supportive Housing (HSH) Homelessness Response System (HRS) with a common, population-specific assessment, centralized data system, and prioritization method that directs participants to the appropriate resources and allows for data-driven decision-making and performance-based accountability. Coordinated Entry in San Francisco is organized to serve three subpopulations through Access Points: Adults, Family, and Youth.
De-escalation	De-escalation is the ability to reduce the intensity of a conflict or potentially violent situation, learned through specific and repeated training and application. The goal of de-escalation is to resolve or prevent conflict.
Department of Homelessness and Supportive Housing (HSH)	The Department of Homelessness and Supportive Housing is the City and County of San Francisco’s department responsible for the Homelessness Response System (HRS), and is also referred to as HSH. The HRS is the overall network of services to address homelessness and serve individuals experiencing homelessness. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. Core components of the HRS include: Coordinated Entry, Street Outreach, Problem Solving, Temporary Shelter, Housing, and Housing Ladder.
Department of Public Health (DPH)	The Department of Public Health is the City and County of San Francisco’s department responsible for public health, and is also referred to as DPH. DPH strives to protect and promote the health of all San Franciscans by providing a range of public health services and programs.
FEMA	FEMA is the Federal Emergency Management Agency that helps people before, during, and after disasters and determines the reimbursement activities and amounts in response to public emergencies.
Harm Reduction	Harm reduction consists of supporting individuals to set realistic goals that reduce high-risk substance use and other behaviors. Abstinence from drugs or alcohol is not a pre-requisite for access to services nor required for continued access or eligibility for services.
Health Insurance Portability and Accountability Act (HIPAA)	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) established national standards for the protection of private health information.
Homeless	The U.S. Department of Housing and Urban Development (HUD) designates an individual or family household as homeless if it lacks a fixed, regular, and adequate nighttime residence. The definition also refers to an household who has a primary nighttime residence that is either a supervised publicly or privately operated shelter designed to provide temporary living accommodations; an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings. HUD’s Homeless Definition Final Rule further establishes specific categories of homelessness.
Homelessness Response System (HRS)	The HRS is an overall system of services to address homelessness managed by HSH. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. The system helps people exit homelessness. Core components of the HRS include Coordinated Entry, Problem Solving, Street Outreach, Temporary Shelter, Housing, and Housing Ladder programs.

Term	Definition
Housing	Housing provides permanent solutions to homelessness through subsidies and housing placements. This may include time-limited supports, such as Rapid Rehousing, and time-flexible programs, such as Rent Subsidies and Permanent Supportive Housing (e.g. subsidized housing with services).
Housing First	The Housing First strategy prioritizes providing housing to people experiencing homelessness, thus ending their homelessness. Housing First is guided by the belief that housing is the solution to homelessness. Additionally, Housing First is based on the theory that participant choice is valuable in housing selection and supportive services participation. While Permanent Supportive Housing is the most commonly known Housing First program model, many other approaches fall under the Housing First umbrella.
HSH Strategic Framework	The HSH Five-Year Strategic Framework outlines ambitious, yet achievable goals of the Department of Homelessness and Supportive Housing (HSH). It provides a roadmap for reducing homelessness in San Francisco and making it a rare, brief, and one-time occurrence: http://hsh.sfgov.org/research-reports/framework/ .
Isolation and Quarantine Site (I&Q Site)	I&Q Sites serve COVID-19 positive individuals and Persons Under Investigation (PUIs) by the Department of Public Health (DPH) as potentially infected with COVID-19 that have no other option to self-isolate due to homelessness or living in a shared household or congregate setting.
Online Navigation and Entry System (ONE System)	The ONE System is the Homeless Management Information System (HMIS) data platform used for all housing and services for people experiencing homelessness in San Francisco. Managed by HSH, the ONE System is a participant-level database that is used system-wide to track all HSH related services and housing placements.
Participant(s)	A participant is an individual or family/household that uses the services covered in this RFQ.
Personal Protective Equipment (PPE)	Personal Protective Equipment (PPE) is special protective gear intended to prevent the transmission of COVID-19. PPE includes face masks, eye covering/goggles, gloves and gowns.
Persons Under Investigation (PUI)	Persons Under Investigation (PUIs) are individuals under investigation by the Department of Public Health (DPH) as potentially infected with COVID-19.
Property Management (also known as Operations)	Property Management includes the oversight of building operations; including of the property's maintenance, janitorial and repair services; supervision of janitorial, and maintenance staff; coordination of intake of potential tenants/participants; execution of lease agreements and other tasks related to the placement process; receipt and response to complaints, emergencies, and lease violations; rent collection; tenancy records; evictions; and room preparations following move-outs; and collaboration with service providers, as applicable.
RFQ	RFQ is Request for Qualifications.
RTZ (also known as GetCare)	RTZ, also known as SF-GetCare, is a comprehensive information system that coordinates, tracks and manages adult service referral and utilization of City funded services. Providers selected for award from this RFQ will be required to enter data in the RTZ system.
Shelter Health Team	The Shelter Health Team is a team of Registered Nurses who assist with chronic disease management (e.g. screenings, medication assistance, teaching), tuberculosis (TB) testing, and provide short-term case management for the most medically complex individuals in shelter or other congregate settings.

Term	Definition
Shelter In Place (SIP) Site	Vulnerable individuals are placed in Shelter in Place Sites to reduce the risk that they will be infected with COVID-19. Vulnerable individuals are those who are at high risk for death or serious health outcomes if they become infected.
Street Homelessness	Street homelessness is defined as a person who is living outdoors, usually referring to those living on the streets or in encampments.
Trauma-Informed	Trauma-informed care is a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment.
Unsheltered	An unsheltered individual is a person who is living in a place not meant for human habitation, including those living outdoors, in vehicles, or in encampments.

C. Funding Sources

The sources of funding for services provided under this RFQ are General Fund and Federal Emergency Management Agency (FEMA) reimbursement.

Future sources for services provided under this RFQ may include other federal, state, local, or private funds. Payment for all services provided in accordance with provisions under this RFQ shall be contingent upon the availability of funds for providing these services. The City shall not be required to provide any definite units of service, nor does the City guarantee any minimum amount of funding for the services described in this RFQ.

II. Overview of the City’s Response to COVID-19

On February 25, 2020, San Francisco Mayor London Breed declared a Local Emergency; on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency; and on March 13, 2020, the federal government declared a National Emergency in response to the pandemic, COVID-19.

In response to the Local Emergency, the City activated its Emergency Operations Centers (EOC) and Departmental Operation Centers (DOC) in order to:

1. Implement strategies to prevent infection in vulnerable populations - those who have the worst outcomes of the disease;
2. Protect healthcare workers from infection, prioritizing those who are at highest risk for treating the most infectious cases; and
3. Enact community mitigation efforts to slow transmission of the virus and prevent a medical surge that would overwhelm area hospitals.

As a result, City departments, including HSH, DPH, and the Human Services Agency (HSA), have developed several new services for the City’s most vulnerable residents that comprise a portion of the pandemic response.

Currently, the City has secured nearly 30, mostly motel style locations for COVID-19, and designated them as SIP, Congregate Setting, and I&Q Sites. Roughly 75 percent of the sites are active, and 25 percent are in the preparation stage. Most sites have the capacity for 50 to 150 units and are located throughout the City.

The City is currently transitioning departmental DOCs into a unified command structure under the EOC. This structure will continue to develop policies and procedures in response to COVID-19, and the SIP, Congregate Setting, and I&Q Sites. Awarded Providers must comply with the unified command structure’s directives, policies and procedures related to these sites.

III. **Scope of Work**

This section is a general guide to the work the City expects Awarded Providers to perform and is not a complete listing of all services or requirements.

A. Overview of Awarded Provider Scope of Work

SIP, Congregate Setting, and I&Q Sites are being operated as part of the City's response to COVID-19 through the use of City Disaster Service Workers (DSW), City staff, City contracted agencies and vendors. Awarded Providers will operate SIP, Congregate Setting, and/or I&Q Sites and provide a range of services and coordination to site participants.

Awarded Providers must comply with public health orders related to COVID-19 and other evolving DPH guidance, including, but not limited to staff and participant use of Personal Protective Equipment (PPE); participation in training, as required by the City; and adherence to social distancing protocols to reduce the spread of the COVID-19 virus.

Additionally, due to the developing nature of the situation, Awarded Providers must display flexibility, agility, and adaptability. For example, a new site may be established or an existing site may be repurposed to meet the needs of an anticipated surge in COVID-19 cases with less than 30 days' notice. Furthermore, new sites may be established with the assistance of DSWs and then transitioned to Awarded Providers. As sites ramp up or are repurposed, temporary staff may be provided through City partnered contractors on an interim basis, which may then be hired by the Awarded Provider operating the site.

B. Served Population, Eligibility and Referrals²

The SIP, Congregate Setting, and I&Q Site services help reduce the community spread of COVID-19 in vulnerable populations, including sheltered and unsheltered people experiencing homelessness, older, medically complex adults, those with existing health conditions that make them vulnerable to COVID-19, and people discharged from hospitals or medical respite. All participants will be referred by the City, and participation in the sites is voluntary.

1. SIP Sites

SIP Sites primarily serve vulnerable individuals who show no symptoms at program intake. Individuals in these sites are asymptomatic, are 60 years of age or older, and/or have a condition that makes them vulnerable to COVID-19.

2. Congregate Setting Sites

Congregate Setting Sites serve COVID-negative and post COVID-positive people experiencing homelessness in communal settings, which may include shared amenities and spaces in a way that complies with evolving public health guidance⁴.

3. I&Q Sites

I&Q Sites serve COVID-19 positive individuals and Persons Under Investigation (PUIs) by DPH that have no other option to self-isolate due to homelessness or living in a shared household or congregate setting.

C. Description of Time-Limited and As-Needed Services

Awarded Providers shall deliver a range of services to participants and coordinate with other service providers, and City staff, including, but not limited to, In Home Support Services (IHSS), the Shelter Health team, and medical professionals.

⁴ In the event of a surge, if necessary, the City may activate COVID-positive congregate sites.

Depending on the site type and needs, Awarded Providers may provide one or all of the below services, however, the City desires Awarded Providers with the capacity and capability to provide as many of these services as possible, either directly, or through City approved subcontracted partners.

1. **Property Management Type and Responsibilities:** Awarded Providers may deliver services in a variety of settings, such as hotels, motels, existing or new sites, recreational vehicle (RV) parks, or other structures. Awarded Providers may be in one of the following property management types:
 - i. Awarded Provider has site control of the property (e.g. through a lease between Awarded Provider and landlord or Memorandum of Understanding (MOU) for site use; or building ownership). In this setting, Awarded Providers shall provide Property Management services; or
 - ii. Awarded Provider is in a City leased hotel/motel site. In this setting, Awarded Provider shall coordinate with the City and hotel/motel management staff to ensure the safety of participants; or
 - iii. Awarded Provider is in a City owned, or leased site and Awarded Provider acts as the Property Manager.
2. **Staff Functionality:** Each site is currently staffed by some combination of City Disaster Service Workers (DSWs), hotel/motel management staff, City staff, City contracted service providers, and temporary employees of nonprofits who have partnered with the City to hire staff for the emergency housing sites.

It is the City's intent that Awarded Providers will hire their own staff to replace DSWs and temporary nonprofit employees. Awarded Providers will have the opportunity to hire existing temporary nonprofit employees should they wish to do so. The relationship between Awarded Providers and City staff, hotel/motel management staff, and other City-contracted service providers will be negotiated on a site-by-site basis.

Although staffing models currently vary across sites, the City expects Awarded Providers to staff each site to cover a substantially similar set of staff functions, either directly or through subcontractors. Additionally, the City will partner with Awarded Providers to provide ongoing participant support services in the following areas, if desired:

- IHSS;
- Harm reduction services;
- Behavioral health support; and
- Nursing and medical support.

Awarded Provider staff responsibilities or functions may be added or removed, and the number of staff may be changed based on the site type, and on evolving DPH requirements.

The following include descriptions of functions performed by current staff in all sites, unless otherwise specified. Awarded Providers may propose their own staffing structure and job titles upon award, but the functions must continue to be covered:

- a. **Direct Participant Support:** Awarded Providers shall provide participant support services, including, but not limited to:
 - Participant intake and orientation;
 - Coordinating intake and bed assignments;
 - Daily participant wellness checks;
 - Facilitating participant's ability to connect with outside providers and external support systems (e.g. ensuring participants can make and receive calls and send and receive mail);

- Temperature screenings and other checks in accordance with evolving DPH requirements;
 - Maintenance of daily participant wellness logs;
 - Coordination of supportive service providers;
 - Distribution of participant supplies (e.g. clothing, linens/towels);
 - Supporting participant compliance with site rules and participant agreements; and
 - Supporting room transfers for participants related to safety and habitability reasons.
- b. Behavioral Health: Awarded Providers shall provide necessary behavioral support services directly or through a subcontractor. DPH provided behavioral health support may also be negotiated if the Awarded Provider is unable to deliver such services. Services shall include, but are not limited to:
- Providing crisis management and de-escalation;
 - Implementing trauma informed, harm reduction, and motivational interviewing principles;
 - Collaborating with harm reduction efforts already established at the sites, including participating in online training and cooperating with DPH funded harm reduction efforts to establish and supply harm reduction stations;
 - Collaborating with DPH funded wellness and behavioral health support professionals as they establish and maintain relationships with participants;
 - Assessing the needs of participants;
 - Documenting participant interactions;
 - Collaborating with medical staff, as needed; and
 - For I&Q Sites, creating discharge plans and dispositions.
- c. Nursing and Medical Support: In I&Q sites, Awarded Providers shall provide a Registered Nurse and other medical support staff directly or through a subcontractor. DPH provided behavioral health support may also be negotiated if the Awarded Provider is unable to deliver such services. Services shall include, but are not limited to:
- Monitoring participant symptoms;
 - Performing rounds;
 - Medically clearing participants for discharge; and
 - Creating discharge plans.
- d. Program Support/Documentation/Reporting: Awarded Providers shall provide program support, including, but not limited to:
- 24/7 coverage to ensure that site logistical needs are met;
 - Onboarding and orienting site teams to program documents, policies, and procedures;
 - Supervision of onsite staff;
 - Reception coverage;
 - Data entry and reporting;
 - Stocking and maintaining supplies;
 - Reordering PPE supplies from the City's EOC.
- e. Janitorial/Facilities: Depending on the site type, Awarded Providers shall:
- Provide janitorial staff to ensure that regular cleanings are provided to participant rooms and common areas. Awarded Providers shall also ensure that there is infrastructure to support the janitorial team (e.g. scheduling, checklists, supervision); or
 - Coordinate with site provided janitorial/housekeeping and maintenance staff to ensure that regular cleanings are provided to participant rooms and common areas; and that the site is well maintained, and its systems are functioning.

- f. Depending on the site type, Awarded Providers shall:
 - Provide security directly or through a subcontractor to ensure the safety of participants and staff; or
 - Coordinate with site or City provided security and/or site front desk staff to ensure the safety of participants and staff.
3. Biohazard Cleaning: Awarded Providers shall coordinate with City cleaning vendor(s) to ensure that sites receive deep cleaning when a room that is housing a COVID-19 positive participant turns over; when a participant becomes symptomatic; or in the event of a death in a room.
4. Laundry: Depending on the site type, Awarded Providers shall:
 - i. Provide laundry services directly or through a subcontractor; or
 - ii. Coordinate to ensure laundry is available for participant use, which may include use of onsite laundry facilities.
5. Furnishings and Participant Supplies: Awarded Providers shall ensure the provision of furnishings (e.g. towels, which may be provided through a subcontracted service) and supplies (e.g. feminine hygiene products; toothbrushes; soap) for participants.
6. PPE: The City will continue to provide PPE for staff and participants at each emergency housing site. Awarded Providers shall be responsible for monitoring PPE utilization rates and supply, and for placing restocking orders.
7. Meals: Depending on the site type, Awarded Providers shall:
 - i. Provide three meals per day to participants directly or through a subcontractor in accordance with all public health requirements; or
 - ii. Coordinate the provision of three meals per day to participants by providing a daily census to a City meal vendor.

D. Other Services

In the event that the City has the opportunity to convert these sites into more permanent settings or secure more permanent sites, Awarded Providers will have the opportunity to provide such services. These services may include Property Management, Support Services, and/or Shelter Operations and Services.

E. Service Requirements

- A. Use of PPE: To prevent the spread of COVID-19, Awarded Providers shall ensure that all staff, subcontractors and others performing work onsite use appropriate PPE at all times in accordance with the most up to date public health guidance.
- B. Interpretation and Translation Services: Awarded Providers shall ensure that interpreter and translation services are available to address the needs of those within the served population who primarily speak language(s) other than English.
- C. Critical Incidents: Awarded Providers shall report critical incidents in accordance with City instructions and any published policies/procedures and use the City provided forms. Examples of critical incidents include death, fire, acts of violence, or any other incidents which require the involvement of emergency services or Child or Adult Protective Services (APS and CPS, respectively).

- D. Feedback, Complaint and Follow-up Policies: Awarded Providers shall provide means for the served population to provide feedback about the program in accordance with City guidelines. Awarded Providers shall share the methods of feedback with the served population upon intake and orientation per City instructions.
- E. Grievance Procedures: Awarded Providers shall follow any published City Grievance Procedures.
- F. City Communications, Trainings and Meetings: Awarded Providers shall keep the City informed of program operations and comply with applicable City policies and requirements including, but not limited to:
 1. Regular communication to the City about the implementation of the program;
 2. Any media requests;
 3. Any data or documentation requests;
 4. Attendance of meetings, as needed; and
 5. Attendance of trainings, as requested.
- G. Data Standards:
 1. Any records entered into the HSH Homeless Management Information System (HMIS) Online Navigation and Entry (ONE) System shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards: <https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
 2. Awarded Providers may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required, Awarded Providers shall submit the monthly, quarterly and/or annual metrics into either the HSH CARBON database, via secure email, or through uploads to an FTP site. The City will provide clear instructions to all Awarded Providers regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Awarded Providers via written notice at least one month prior to expected implementation.
 3. Any information shared between Awarded Providers, the City, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with applicable privacy requirements.

Additional data standards may be imposed upon agreement award.

- H. Record Keeping, Documentation, and Files: Awarded Providers shall maintain Occupancy Logs; participant files, and other documentation in accordance with City requirements and instructions.
- 6. Good Neighbor Policies: Awarded Providers shall adhere to applicable City good neighbor policies.

F. Reporting Requirements

Awarded Providers shall submit all data and reports as required by the City, in a timely and accurate manner, including, but not limited to:

- A. RTZ Systems: Awarded Providers may be required to conduct daily data entry in the San Francisco COVID-19 Response Placement System, a web-based care coordination software hosted by RTZ Systems, to track information including but not limited to, referrals, intakes and discharges, transfers between sites, and information related to room/site status. Other data reporting may also be required by the City. Awarded Providers shall be responsible for complying with all privacy-related trainings and ensuring the safekeeping of potentially protected information in the system.

- B. FEMA Reimbursement: Awarded Providers shall complete and submit any and all required forms related to FEMA reimbursement, per City agreements, training, and/or instructions.
- C. Census and Exits: Awarded Providers shall maintain daily census information and shall notify the City of any unplanned participant exits within 24 hours in the format, method and frequency specified by the City.
- D. Evaluative Studies: Awarded Providers shall participate, as requested by the City, in evaluative studies designed to show the effectiveness of Awarded Provider’s services. The City agrees that any final reports generated through the evaluation program shall be made available to Awarded Provider or within 30 working days of receipt of any evaluation report and such response will become part of the official report.
- E. Ad Hoc Reports, Data and Information: Awarded Providers shall provide Ad Hoc reports, data and information, as required by the City in the format, method and frequency specified by the City.

IV. Pre-Application Information

A. RFQ Questions Deadline

Due to social distancing requirements, there will be no in-person pre-Application conference. Applicants may submit questions via email to: **HSHProcurements@sfgov.org** until the RFQ Questions Deadline.

Applicant specific questions about compliance with the City’s vendor requirements in section X. Standard City Vendor Forms, are not subject to the above deadline and may still be answered by the contact designated in this RFQ.

B. RFQ Answers and Clarifications

A summary of the clarifications, questions and answers pertaining to this RFQ will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

It is the responsibility of each Applicant to check for any RFQ Addenda, Question and Answer postings, and other updates posted regarding this RFQ.

V. Application Submission Requirements

A. Time and Place for Submission of Applications

Applications are due electronically in the format detailed below and must be received by the Applications Deadline.

Applicants shall submit the Appendix1: Application Template with requested attachments in **one** PDF to **HSHProcurements@sfgov.org**. The PDF file name and email subject should include the RFQ number (RFQ #130) and the Applicant organization’s name as such: RFQ 130 – Applicant Organization Name.

Applications submitted by fax will not be accepted. Applicants must receive an email confirmation from the City to be considered submitted. Supplemental documents or revisions submitted after the Applications Deadline will not be accepted.

B. Application Submission Format

Applicants must submit one Appendix 1: Application Template and submit requested attachments in one combined PDF document. This is necessary so that all Applications can receive fair and consistent evaluation. Applications that do not follow the required format may not be considered. Information must be at a level of detail that enables effective evaluation.

C. Application Contents

Applicants must submit the Appendix 1: Application Template:

1. Cover Page:

- 1.1 Applicant Information: Organization Name, Federal ID Number, City Vendor ID, Mission, Address, Director and Contact Name, Email and Phone, Site Type, Available Applicant Service Capacity, Available Additional Functionality, Ongoing Services
- 1.2 Certifications

2. Minimum Qualifications:

Applicants must meet all of the Minimum Qualifications (MQs):

- 2.1 Applicant must demonstrate that they are not debarred or suspended on the federal SAMS⁵ database by attaching proof that the applicant is not debarred or suspended;
- 2.2 Applicant must have a minimum of two years of experience providing services to people experiencing homelessness or who are at imminent risk of homelessness or to individuals who are under or disproportionately served; and
- 2.3 Applicant must have at least two years of experience operating a Drop-in Center, Shelter, Navigation Center, Transitional Housing, Supportive Housing, Property Management, or other like service or must be currently participating in the City's COVID-19 response.

VI. Awarded Provider Selection

This section describes the guidelines used for determining qualified Applications. It is the City's intent to qualify Applicants for the services in this RFQ. Qualified Applicants that provide the best overall service package to the City may be selected for agreement negotiations.

Applicants who are qualified are not guaranteed an agreement. Applicants selected for negotiations are not guaranteed an agreement. This RFQ does not in any way limit the City's right to solicit similar or identical services. The City may at a future date elect to fund additional Applicants not originally selected for funding, or increase agreement amounts to Awarded Providers.

A. Additional Information

In some instances, the City may request additional information from Applicants prior to making a determination about qualification and/or agreement awards.

B. Minimum Qualifications

The Applicant must clearly demonstrate that it meets the Minimum Qualifications to be considered for qualification. The Applicant's responses to Minimum Qualifications in RFQ Appendix 1: Application Template and required attachments will be reviewed to determine qualification and eligibility for award.

The Minimum Qualifications determination will be solely based on the information submitted by the Applicant in Appendix 1: Application Template and required attachments. Insufficient or incomplete information may result in an Application being considered non-responsive. Responses of "To be provided

⁵ Applicants that do not have a SAMS account may create one here: <https://www.sam.gov/SAM/>.

upon request” or “To be determined” or “Confidential” or the like, or that do not otherwise provide the information requested (e.g. left blank) are not acceptable. Any Application that does not demonstrate that the Applicant meets the Minimum Qualifications will be issued a notice of non-responsiveness and will not be evaluated or eligible for award under this RFQ.

The City reserves the right to request clarifications from Applicants prior to rejecting an Application for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Applicant and will not provide an Applicant the opportunity to revise or modify its Application.

VII. Terms and Conditions for Receipt of Applications

A. Errors and Omissions in RFQ

Applicants are responsible for reviewing all portions of this RFQ. Applicants are to promptly notify the City, in writing, if the Applicant discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the City promptly after discovery, but in no event later than 72 hours prior to the Applications Deadline.

B. Inquiries Regarding RFQ

Applicants shall submit all questions concerning this RFQ, scope of services or requirements in writing by email only before the RFQ Questions Deadline and directed to: **HSHProcurements@sfgov.org**. All Applicant questions concerning the RFQ process shall be submitted no later than 72 hours prior to the Applications Deadline. Applicants who fail to do so will waive all further rights to protest based on these specifications and conditions.

C. Objections to RFQ Terms

Should an Applicant object on any ground to any provision or legal requirement set forth in this RFQ, the Applicant must, not less than 72 hours prior to the Applications Deadline, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of an Applicant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

D. Change Notices

The City may modify the RFQ, prior to the Applications Deadline, by issuing Addenda to the RFQ, which will be posted at <http://hsh.sfgov.org/overview/procurements/>. The Applicant shall be responsible for ensuring that its Application reflects any and all Addenda issued by the City prior to the Applications Deadline regardless of when the Application is submitted. Therefore, the City recommends that the Applicant consult the website frequently, including shortly before the Applications Deadline, to determine if the Applicant has downloaded all RFQ Addenda. It is the responsibility of the Applicant to check for any Addenda, Questions and Answers, and updates, which will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

E. Term of Application

Submission of an Application signifies that the proposed services and prices are valid for the duration of this RFQ and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

F. Revision of Application

An Applicant may revise an Application on the Applicant’s own initiative at any time before the Application Deadline. The Applicant must submit the revised Application in the same manner as the original. A revised Application must be received on or before, but no later than the Application Deadline.

In no case will a statement of intent to submit a revised Application, or commencement of a revision process, extend the Application Deadline for any Applicant. At any time during the Application evaluation process, the Department may require an Applicant to provide oral or written clarification of its Application. The Department reserves the right to make an award without further clarifications of Applications received.

G. Errors and Omissions in Application

Failure by the City to object to an error, omission, or deviation in the Application will in no way modify the RFQ or excuse the Awarded Provider from full compliance with the specifications of the RFQ or any agreement awarded pursuant to the RFQ.

H. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by an Applicant in responding to this RFQ. Submissions of the RFQ will become the property of the City and may be used by the City in any way deemed appropriate.

I. Applicant's Obligations under the Campaign Reform Ordinance

Applicants must comply with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If an Applicant is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Applicant is prohibited from making contributions to:

- The officer's re-election campaign
- A candidate for that officer's office
- A committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Qualification, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- Civil. Any person who intentionally or negligently violates section 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5,000.

- Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Applicants should contact the San Francisco Ethics Commission at (415) 581-2300.

J. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), contractors' bids, responses to RFQs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

K. Public Access to Meetings and Records

If an Applicant is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Applicant must comply with Chapter 12L. The Applicant must include in its Application (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Applicant's meetings and records, and (2) a summary of all complaints concerning the Applicant's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Applicant shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Applicant's Chapter 12L submissions shall be grounds for rejection of the Application and/or termination of any subsequent Agreement reached on the basis of the Application.

L. Reservations of Rights by the City

The issuance of this RFQ does not constitute an agreement by the City that any agreement will actually be entered into by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Application, or Application procedure;
2. Reject any or all Applications;
3. Reissue or reopen the RFQ;
4. Prior to submission deadline for Applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFQ, or the requirements for contents or format of the Applications;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no award will be pursued.

M. No Waiver

No waiver by the City of any provision of this RFQ shall be implied from any failure by the City to recognize or take action on account of any failure by an Applicant to observe any provision of this RFQ.

N. Reserved. (Local Business Enterprise (LBE) Goals and Outreach).

O. Compliance with Previous Grant and Contract Requirements

Agencies submitting Applications that have previously been granted by the City and County of San Francisco and/or Federal agencies to provide goods and/or services must successfully demonstrate compliance with

performance/monitoring requirements specified in previous grants/contracts (e.g. corrective actions) in order to be considered responsive to this RFQ. Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in agency disqualification to participate in this RFQ.

P. Other Terms and Conditions

The selection of any Applicant for agreement negotiations shall not imply acceptance by the City of all terms of any Application or response to this RFQ, which may be subject to further negotiation and approvals by the City.

If a satisfactory agreement cannot be negotiated in a reasonable time with the selected Applicant, then the City, in its sole discretion, may terminate negotiations and begin agreement negotiations with the next highest scoring Applicant or may continue competition among remaining Applicants without reinitiating the RFQ process.

The City reserves the right at any time to approve, disapprove, or modify proposed staffing, plans, timelines and deliverables, provided that all modifications are within the scope of services sought by this RFQ.

This RFQ does not in any way limit the City's right to solicit agreements for similar or identical services if, in the City's sole and absolute discretion, it determines the Applications submitted in response to this RFQ are inadequate to satisfy its needs.

VIII. City Agreement Requirements

A. Standard Agreement Provisions

Depending on the awarding department, Awarded Provider will be required to enter into a grant or contract agreement. Failure to timely execute and agreement, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the agreement, shall be deemed an abandonment of an award offer. The City, in its sole discretion, may select another Applicant.

Please see HSH's standard grant agreement here: <http://hsh.sfgov.org/wp-content/uploads/G-100-Grant-Template-4-19-for-posting.pdf>.

Please see the City's standard P-600 contract agreement here: <https://sfgov.org/oca/resources>.

B. Nondiscrimination in Contracts and Benefits

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Generally, Chapter 12B prohibits the City and County of San Francisco from entering into contracts or leases with any entity that discriminates in the provision of benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees. The Chapter 12C requires nondiscrimination in contracts in public accommodation. Additional information on Chapters 12B and 12C is available at <http://sfgov.org/cmd/>.

C. Companies Headquartered in Certain States

This RFQ is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the agreement will be performed in any of those states. Applicants are hereby advised that Applicants which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of

the work on the agreement will be performed in a state on the Covered State List may not enter into agreements with the City. A list of states on the Covered State List is available at the website of the City Administrator: <https://sfgsa.org/chapter-12x-state-ban-list>.

D. Minimum Compensation Ordinance (MCO)

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P. Generally, this Ordinance requires contractors to provide employees covered by the Ordinance who do work funded under the contract with hourly gross compensation and paid and unpaid time off that meet certain minimum requirements. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

E. Health Care Accountability Ordinance (HCAO)

Awarded Provider will be required to agree to comply fully with and be bound by the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q. Awarded Providers should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the HCAO is available on the web at www.sfgov.org/olse/hcao.

F. Reserved. (First Source Hiring Program (FSHP)).

G. Conflicts of Interest

The successful Applicant will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest, including Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California. The successful Applicant will be required to acknowledge that it is familiar with these laws; certify that it does not know of any facts that constitute a violation of said provisions; and agree to immediately notify the City if it becomes aware of any such fact during the term of the Agreement.

Individuals who will perform work for the City on behalf of the successful Applicant might be deemed consultants under state and local conflict of interest laws. If so, such individuals will be required to submit a Statement of Economic Interests, California Fair Political Practices Commission Form 700, to the City within ten calendar days of the City notifying the successful Applicant that the City has selected the Applicant.

H. Insurance Requirements

Upon award, Awarded Provider shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness; (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; Policy must include Abuse and Molestation coverage (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (4) Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services with limits not less than \$1,000,000 for each claim; (5) Technology Errors and Omissions Liability coverage, with

limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the awarded agreement.

Additional or varying insurance requirements may be imposed and specified in the awarded agreement.

I. Compliance with Municipal Codes

Awarded Providers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into an agreement with the City. Some of the laws are referenced in this RFQ.

J. Compliance with Laws and Regulations

Awarded Provider shall comply with all applicable federal, state, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on its Application prior to their delivery, it shall be the responsibility of the Awarded Provider to notify the City at once, indicating in its letter the specific regulation which required such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement.

K. City's Approval Rights over Subcontractors and Subcontractor Payments

The City has approval rights over the use of all Subcontractors. Applicants must identify all current or planned subcontractors in their Application. All current and future subcontractors must conform to all City policies regarding subcontractors. Furthermore, each Applicant, and subsequent Awarded Provider, understands, acknowledges, and agrees that if it subcontracts with a third party for services, the Applicant accepts responsibility for full and prompt payment to the third party. Any dispute between the Applicant and the third party, including any payment dispute, will be promptly remedied by the Applicant. Failure to promptly remedy or to make prompt payment to a third party (subcontractor) may result in the City's withholding of payment to the Awarded Provider.

L. FEMA Emergency & Exigency Grant/Contract Requirements

The agreements awarded as a result of this RFQ may be eligible for FEMA reimbursement. FEMA requires inclusion of the particular provisions for procurement under exigent or emergency circumstances.

Please see the sample FEMA Appendix here: <https://sfgov.org/oca/resources>.

IX. Protest Procedures

The City reserves the right to proceed with its Awarded Provider selection and/or negotiation process during any protest period. The City will cease its Awarded Provider selection process only if and when it receives a notification of decision that is in favor of the protester.

A. Protest of Non-Responsiveness Determination

Within five business days of the City's issuance of a notice of non-responsiveness, any Applicant that has submitted an Application and believes that the City has incorrectly determined that its Application is non-responsive may submit a written notice of protest by email (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth business day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Award

Within five business days of the City's issuance of a notice of intent to award agreements under this RFQ, any Applicant that has submitted a responsive Application, and believes that the City has incorrectly selected another Applicant for award, may submit a written notice of protest by email. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered. Such notice of protest must be received by the City on or before the fifth business day after the City's issuance of the notice of intent to award an agreement.

C. Protest Submittal

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or RFQ provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

All protests must be received by the due date. Protests **must** be submitted by email addressed to Gigi Whitley, Deputy Director for Administration and Finance for the Department of Homelessness and Supportive Housing at Gigi.Whitley@sfgov.org. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

X. Standard City Vendor Forms

A. How to Become Eligible to Do Business with the City

Applicants must fulfill the City's administrative requirements for doing business with the City and become a compliant supplier prior to agreement award. Fulfillment is defined as completion, submission and approval by applicable City agencies of the forms and requirements referenced below.

Before the City can award any agreement, all vendors must become a by meeting the requirements described below. There may be additional requirements placed upon a vendor depending on the type of good or service to be purchased.

B. Mandatory Forms

In order to become eligible to do business with the City, vendors must first become an Approved Supplier by following the instructions on the San Francisco City Partner Become a Supplier page: <https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx>.

At a minimum, vendors will be required to complete the following steps:

1. Register to become a "Registered Bidder"
2. Complete a San Francisco Business Tax Registration
3. Complete a 12B Equal Benefits Declaration

To view step-by-step directions on how to become an Approved Supplier, visit <https://sfcitypartnersupport.sfgov.org/support/solutions/articles/11000022936-bidder-a-step-by-step-guide-to-becoming-an-approved-supplier>.

Vendors must have:

1. A City-issued vendor/supplier number;
2. Have all compliance paperwork submitted and approved by the City; and
3. Have an executed agreement or purchase order before payments can be made.

Once a vendor/supplier number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's vendor/supplier portal.

The City and County of San Francisco requires vendors/suppliers to comply with multiple ordinances and provide proof of insurance coverage, including compliance with the below. Please visit <https://sfgov.org/oca/qualify-do-business> for a list of the forms and when they are required.

- Minimum Compensation Ordinance
- Health Care Accountability Ordinance
- Insurance Requirements
- Payment (Labor and Material Bond)
- Performance Bond
- Local Business Enterprise Program
- Sweatfree Contracting Ordinance
- Nondiscrimination in Contracts

Introduction Form

By a Member of the Board of Supervisors or Mayor

Time stamp
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor inquiries"
- 5. City Attorney Request.
- 6. Call File No. from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No.
- 9. Reactivate File No.
- 10. Topic submitted for Mayoral Appearance before the BOS on

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use the Imperative Form.

Sponsor(s):

Haney

Subject:

Urging City Departments to Ensure All Clients Brought into the COVID-19 Response System be Placed into Shelter or Housing Post-Emergency, and Urging Transparency in Hotel Referral and Grievance Policy

The text is listed:

Resolution urging City Departments to ensure that all clients brought into the COVID-19 Response System be placed into shelter or housing post-emergency; requesting a comprehensive plan to prevent shelter in place hotel clients from being discharged to the streets; and urging transparency in hotel referral and grievance policy.

Signature of Sponsoring Supervisor: /s/ Matt Haney

For Clerk's Use Only