



**City and County of San Francisco  
Department of Homelessness and Supportive Housing**

**Request For Qualifications (RFQ)  
Emergency Solutions Grant Program  
RFQ#HSH2019-127 (RFQ# 127)**

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**Summary**

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites applications from qualified Applicants to deliver three elements of its Homelessness Response System (HRS): 1. Homelessness Prevention; 2. Rapid Rehousing; and 3. Emergency Shelter Services.

**Schedule<sup>1</sup>**

RFQ issued	December 4, 2019
Registration for Pre-Application Conference	December 10, 2019 by 5:00 pm
Pre-Application Conference <sup>2</sup>	December 12, 2019 at 1:30 pm
RFQ Questions Deadline	December 16, 2019 by 5:00 pm
RFQ Answers and Clarifications Published	December 19, 2019
Applications Due	January 7, 2020 by 12:00 pm
Intent to Award Grants Notification	March 2020
Grant Agreement Commences	July 1, 2020

**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 after 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](mailto:HSHProcurements@sfgov.org) by the RFQ Questions Deadline.

<sup>1</sup> Dates are subject to change. Check the San Francisco City Partner website for latest schedule at <https://sfcitypartner.sfgov.org/pages/index.aspx>.

<sup>2</sup> Pre-Application Conference in-person attendance is recommended. See Section 3. Pre-Application Information for more information.

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## 1. Background

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### A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites applications from qualified nonprofit Applicants to deliver three components of its Homelessness Response System (HRS): 1. Homelessness Prevention; 2. Rapid Rehousing; and 3. Emergency Shelter. These interventions provide assistance to prevent households from entering the HRS or, if they are already experiencing homelessness, to quickly help households secure a stable housing solution.

This RFQ will serve two purposes:

1. To qualify Applicants whose responses conform to this RFQ and meet the City's requirements; and
2. To make multiple grant awards to the Applicants selected as the most qualified whose responses conform to this RFQ and meet the City's requirements for an initial two-year term, beginning July 1, 2020.

Selected Grantees are expected to provide all services described in under each service component, as listed in this RFQ, in compliance with the funding requirements. Applicants may submit an application for one or more service components.

At this time, it is estimated that \$1,240,000 million is available annually in U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant (ESG) funding. Actual grant terms and amounts may vary based on funding availability, application contents, grant agreement negotiations, and Grantee performance, as well as future needs. HSH 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 Point (AP)	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 will assess households for service needs and eligibility and provide Problem Solving, needs assessment, prioritization, and referrals to appropriate resources.
Adult	An adult is an individual experiencing homelessness over the age of 18, without the custody of a minor child. Adults include individuals, couples, seniors, and veterans.
At-Risk of Homelessness	The U.S. Department of Housing and Urban Development (HUD) designates a household as at-risk of homelessness if it has an income below 30 percent of the median family income for the area, as determined by HUD; does not have sufficient resources/networks to prevent it from moving into an emergency shelter or other places not meant for human habitation; and meets conditions as outlined in 24 CFR § 576.2.
City	The City refers to the City and County of San Francisco.
Coordinated Entry (CE)	CE organizes the 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. CE in San Francisco is organized to serve three subpopulations through Access Points: Adults, Family, and Youth.
Coordinated Homeless Assessment of Needs and Guidance through	Used in the Adult Shelter System by 311, Reservation Sites, and Resource Centers to make time-limited shelter reservations for single adults experiencing homelessness. Reservation Sites and Resource Centers create guest profiles in CHANGES before guests may access shelter. Guests are checked into shelter via CHANGES by shelter staff. CHANGES holds basic demographic information only. No

<b>Term</b>	<b>Definition</b>
Effective Services (CHANGES)	other guest level information is retained in CHANGES.
Department	The Department refers to the City and County of San Francisco Department of Homelessness and Supportive Housing (HSH), also referred to as HSH.
Emergency Solutions Grant Program (ESG)	ESG is a U.S. Department of Housing and Urban Development (HUD) grant program that provides street outreach, emergency shelter, and essential services related to emergency shelters to people experiencing homelessness, as well as homelessness prevention and rapid rehousing assistance.
Fair Market Rent (FMR)	FMRs are used to determine rent ceilings for rental units in the ESG program. HUD annually estimates FMRs which are effective at the start of the federal fiscal year (generally October 1). See: <a href="https://www.huduser.gov/portal/datasets/fmr.html">https://www.huduser.gov/portal/datasets/fmr.html</a> .
Family/Families	Families include an adult and at least one natural, adoptive and/or foster child under the age of 18, and may include a significant other or a domestic partner. A family may also include a pregnant person, with or without a partner.
Habitability Standards	Habitability Standards are HUD-established minimum standards for safety, sanitation, and privacy in emergency shelters funded with ESG, and minimum habitability for housing under Rapid Rehousing and Homelessness Prevention.
Harm Reduction Model	Harm-reduction consists of working with households to set realistic goals that support them in reducing 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 by getting a house key into their hands as quickly as possible. Core components of the HRS include Coordinated Entry, Problem Solving, Street Outreach, Temporary Shelter, Housing, and Housing Ladder programs.
Household(s)	Household refers to an individual or family participant in the programs funded through grants awarded through this RFQ. This term is used interchangeably with participant throughout this RFQ.
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 (subsidized housing with services).
Housing First	The Housing First strategy prioritizes providing housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and stabilize their lives. Housing First is

Term	Definition
	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.
Housing Ladder	Housing Ladder offers opportunities for tenants of Permanent Supportive Housing (PSH) to move outside of the Homelessness Response System (HRS).
Housing Quality Standards (HQS)	HQS is a federally-defined set of regulations setting forth basic housing quality standards (HQS) that all units must meet before assistance can be paid on behalf of a household and at least annually throughout the term of the assisted tenancy. HQS defines “standard housing” and establishes the minimum criteria necessary for the health and safety of participants.
Housing Stability Plan (HSP)	The Housing Stability Plan (HSP) includes the written details of the supports, activities, and resources required for households to achieve personal goals in which the primary focus is to work collaboratively with participants to develop and implement a plan to secure and sustain housing.
Housing-Focused Case Management (also known as Housing Stability Case Management under HUD ESG)	Housing-Focused Case Management is a required component of ESG programs, and must be provided under the Emergency Shelter, Rapid Rehousing and Homelessness Prevention components of ESG. These services provide assistance, as necessary, to help a household experiencing homelessness move as quickly as possible into permanent housing and achieve stability in that housing. This is also known as Housing Stability Case Management under the HUD ESG Rapid Re-Housing component.
HUD	HUD is the U.S. Department of Housing and Urban Development.
Medium-term Rental Assistance	Under HUD ESG, medium-term rental assistance is assistance for more than three months, but not more than 24 months.
Online Navigation and Entry System (ONE System)	The ONE System is the Homeless Management Information System (HMIS) data system 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)	An individual or family/household that uses the program services covered in this RFQ. The term household is used interchangeably with participant in this RFQ.
Problem Solving	Problem Solving provides opportunities to prevent people from entering the Homelessness Response System (HRS) and to redirect people who can resolve their homelessness without the need for shelter or ongoing support. It may offer a range of supports including: Homeward Bound, family reunification, mediation, prevention services, and flexible Problem Solving funds.
Rapid Rehousing (RRH)	RRH is a housing program model that assists household, who are experiencing homelessness, to move quickly into permanent housing, usually to housing in the private market. It does so by offering housing search assistance, time-limited, and targeted services, and short-term rental assistance. RRH can be used here in San Francisco or in other communities if the participant chooses.
RFQ	RFQ is Request for Qualifications.
Shelter	A shelter is a facility with overnight sleeping accommodations, the primary purpose of which is to provide Temporary Shelter for people experiencing homelessness, in general or for specific population of persons experiencing homelessness.
Short-term Rental Assistance	Under HUD ESG, short-term rental assistance is assistance for up to three months.
Strategic Framework	The HSH Five-Year Strategic Framework outlines ambitious, yet achievable goals of the Department of Homelessness and Supportive Housing. It provides a roadmap

Term	Definition
	for reducing homelessness in San Francisco and making it a rare, brief, and one-time occurrence: <a href="http://hsh.sfgov.org/research-reports/framework/">http://hsh.sfgov.org/research-reports/framework/</a> .
Street Homelessness	Street homelessness is defined as a person who is living outdoors, usually referring to those living on the streets or in encampments.
Temporary Shelter	Temporary Shelter provides temporary places for people to stay while accessing other services and seeking housing solutions. This may include shelters, Navigation Centers, Stabilization Beds, and Transitional Housing.
Transition Age Youth (TAY)	TAY is defined as an individual between the ages of 18 and 24, who is experiencing homelessness. These individuals often have specialized needs, different from those of adults or families, that must be considered when designing programs and services.
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.
Veteran	An individual who has served in any branch of the U.S. Armed Forces.

### C. Overview of HSH’s Homelessness Response System (HRS)

The Homelessness Response System (HRS) is the overall network 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. Core components of the HRS include: Coordinated Entry, Street Outreach, Problem Solving, Temporary Shelter, Housing, and Housing Ladder.

Coordinated Entry (CE) is a key component of this response system. CE is a consistent, community-wide intake process to match people experiencing homelessness to available community resources that are the best fit for their situation. CE includes a clear set of entry points, a standardized method to assess and prioritize people needing assistance, and a streamlined process for rapidly connecting people to the best type of housing intervention to address their needs.

CE will fully integrate into the Online Navigation and Entry (ONE) System, San Francisco’s Homeless Management and Information System (HMIS). The assessment will build upon the standard intake and be entered directly into ONE. Referrals to Rapid Rehousing, transitional and permanent housing will be made through the ONE System.

CE Access Points, which serve as the community connector to the HRS, offer direct services or provide referrals to services that assist eligible San Francisco households in resolving their homelessness or housing crisis. Access Points have four primary functions: 1. Eligibility screening for services; 2. Problem Solving to avoid entering the public shelter system; 3. Housing assessment and navigation to prioritize program participants based on living situation and vulnerabilities; and 4. Matching to determine eligibility for available housing opportunities and referral to a potential housing opportunity, based on eligibility and assessment results.

This coordinated process will dramatically reduce the burden placed on people experiencing homelessness by removing the necessity to seek assistance from every provider separately and instead streamline access to the resources in the HRS.

### D. Overview of HSH’s Strategic Framework and Statement of Need

In October 2017, HSH published its Strategic Framework. The Framework outlines the Department’s top priorities for reducing homelessness by the end of 2022. It describes the key elements of a Homelessness

Response System designed to curb homelessness and looks at each of the three primary groups experiencing homelessness in San Francisco—adults, families with children, and youth—and what is needed to better meet the unique needs of each.

The Framework seeks to align existing and new programs within a system that treats homelessness as an emergency to be responded to quickly and effectively. To effectively implement this system-wide approach, all resources and programs must employ consistent, compassionate, and common-sense strategies with measurable goals. Using a system of CE, Problem Solving and prioritization, HSH and our partners will match resources to needs and ensure that those with the greatest challenges receive targeted assistance. Data and accountability will be built into the system. The strengths and dignity of people who are experiencing homelessness will be elevated throughout the system.

The Strategic Framework lays out our vision for significantly reducing homelessness in San Francisco and quickly getting house keys into as many hands as possible. Applicants are encouraged to familiarize themselves with the Framework, which can be found at [hsh.sfgov.org](http://hsh.sfgov.org). Through the provision of coordinated, compassionate, and high-quality services, HSH strives to make homelessness in San Francisco rare, brief, and one time.

#### **E. Overview of HSH's Approach**

Grantee shall incorporate applicable best practices in service provision to the population, as well as the concepts articulated in HSH's Strategic Framework, including, but not limited to:

1. **Housing Focused** - The system and all programs within it will use a Housing First, low barrier approach focused on ending homelessness for each household as quickly as possible.
2. **People Focused** - People should drive their solutions and the programs should focus on meeting their needs. Through shared assessment and a common front door, program participants should have a clear understanding of how to access services and what to expect from the system; participants should not be required to sign up for numerous waiting lists or approach multiple programs to receive help. Participant choice, strengths, and personal networks will be considered as part of finding the right solution.
3. **Accountability** - The system will be held accountable for results, using data to track to the goals and performance measures for each component and to ensure each participant is being well-served. HSH will evaluate progress and report to the community on a regular basis.
4. **Stakeholder Informed** - Decisions about design, implementation, and review of results will be carried out with collaboration and input from a broad range of unhoused and housed stakeholders.
5. **Respectful** - It is imperative that services be delivered in a respectful, appropriate manner. Best practices, such as strengths-based interviewing, trauma-informed care, and harm reduction, must be incorporated into all programs.
6. **Data-Driven** - Data will be used by all providers and the system as a whole to best serve each individual, assess the outcomes of programs, evaluate impact, inform changes, and guide investment to ensure we achieve maximum impact.
7. **Targeted** - The system will match people to the right level of assistance to end their homelessness. Not all people experiencing homelessness require the deepest level of intervention. HSH will focus on making the most efficient use of its resources by matching the right person to the right resource at the right time, using Prevention, Problem Solving, flexible subsidies, and Permanent Supportive Housing, depending on need.

8. Innovative - With the systems goals in mind, opportunities to adapt practices and innovative new strategies and approaches are encouraged and will be supported and evaluated.
9. Equitable - With mindfulness about the racism and bias that has disproportionately created homelessness among people of color and lesbian, gay, bisexual, transgender, and questioning (LGBTQ) people, HSH is committed to equity in the Department, system, and programs.
10. Urgent - Each household's homelessness should be treated as an emergency and the system will respond accordingly.

## **F. Funding Sources**

The current source of funding for services provided under this RFQ is the HUD ESG program.

Future sources for services provided under this RFQ may include other federal, state, and local 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.

## **2. Scope of Work**

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This section is a general guide to the work the City expects to be performed under ESG funding, and is not a complete listing of all services or requirements.<sup>3</sup>

### **A. Served Population and Eligibility**

Eligibility for services under ESG depends on the housing or homeless status of the participant. All participants in ESG funded programs must meet the definition of homelessness or at-risk of homelessness, depending on the service category.

#### **1. Homeless Prevention<sup>4</sup>**

In order to be eligible for Homeless Prevention assistance, participants must meet the criteria under the "at-risk of homelessness" definition; or meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 24 CFR § 576.2.

Homeless Prevention may be provided to households who are at-risk of homelessness and that meet one of the following conditions:

- a. Have moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- b. Are living in the home of another because of economic hardship;
- c. Have been notified in writing that their right to occupy their current housing will be terminated within 21 days after the date of application for assistance;
- d. Live in a hotel or motel and the cost is not paid by charitable or governmental programs for low-income individuals;
- e. Live in a single room occupancy or efficiency apartment in which there reside more than two persons or lives in larger housing in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau;
- f. Are exiting a publicly funded institution or system of care; or
- g. Otherwise live in housing that has characteristics associated with instability and an increased risk of homelessness.

<sup>3</sup> Duration of assistance and requirements differ based on funding source.

<sup>4</sup> See 24 CFR 576.103.

Grantee may also provide services to households who meet Category 2 or 4 of homelessness in the U.S. Department of Housing and Urban Development's (HUD) Final Definition of Homeless:

- Category 2: Households who will imminently lose their primary nighttime residence; and/or
- Category 4: Households who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

## 2. Rapid Rehousing<sup>5</sup>

In order to receive Rapid Rehousing services, participants must meet the criteria under paragraph (1) of the "homeless" definition in CFR 24 § 576.2; or meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition.

Rapid Rehousing may be provided to households who meet Category 1, or 4 of homelessness in the U.S. Department of Housing and Urban Development's (HUD) Final Definition of Homeless:

- Category 1: Households who lack a fixed, regular, and adequate nighttime residence; this includes a subset for an individual who is exiting an institution where he or she resided for 90 or fewer days and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution; and/or
- Category 4: Households who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

## 3. Emergency Shelter<sup>6</sup>

In order to receive Emergency Shelter services, participants must meet the criteria under paragraph (1) of the "homeless" definition in CFR 24 § 576.2; or meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition.

Emergency Shelter may be provided to households who meet Category 1, or 4 of homelessness in the U.S. Department of Housing and Urban Development's (HUD) Final Definition of Homeless:

- Category 1: Households who lack a fixed, regular, and adequate nighttime residence; this and includes a subset for an individual who is exiting an institution where he or she resided for 90 or fewer days and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution; and/or
- Category 4: Households who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

## **B. Referrals and Prioritization**

### 1. Homelessness Prevention

Currently, participants enter Homelessness Prevention programs by presenting at the agencies that offer this service component to prevent entry into the HRS.

### 2. Rapid Rehousing

<sup>5</sup> See 24 CFR 576.104.

<sup>6</sup> See 24 CFR 576.2.

All new participants will be referred by HSH via CE, which organizes the HRS. Grantee shall receive referrals from San Francisco's HRS. All program participants must be screened and assessed at an Access Point and referred for Rapid Rehousing by the San Francisco CE System.

All Rapid Rehousing referrals funded by HSH must be received solely from direct referrals through the CE System via the Online Navigation and Entry (ONE) System. Grantee shall work with any referred participant, regardless of barriers to housing or other challenges. This includes serving adults or families who may be unsheltered at the time of referral to or enrollment in the program.

### 3. Emergency Shelter

All new households (e.g. families) will be referred by HSH via CE through the Family Access Points. The Access Point staff assesses households for service needs and eligibility, and conduct Problem Solving conversations. Access Points work to ensure those with the highest needs are able to access shelter and appropriate housing interventions.

All single households (e.g. single adults) currently enter emergency shelter through HSH's current shelter reservation system. In order to enter, the single adult must be age 18 or over, and

- a. Have a CHANGES (or successor system) profile with basic demographic information, including photo and finger images, if available in the software system; and
- b. Have a current Tuberculosis (TB) screening clearance. This documentation must be updated annually, or as recommended by the Department of Public Health (DPH); and
- c. Be able to self-care, as defined by the DPH.

Participants must obtain one-night or weekend reservations through HSH-authorized agencies, such as Shelter Reservation Sites or Resource Centers. For extended, time-limited reservations, participants must get on the Citywide Waitlist administered by 311.

## C. **Description of Services**

ESG provides funding to improve the number and quality of emergency shelters; help to operate shelters; provide essential services to shelter residents; rapidly rehouse individuals and families; and prevent families and individuals from becoming homeless.

Grantee shall assess, arrange, coordinate, and monitor the delivery of individualized services to facilitate housing stability to assist participants in overcoming immediate barriers to obtaining housing.

All service components shall include Housing-Focused Case Management and may include Mediation, Legal Services, and/or Credit Repair.

- a. Grantee shall provide Housing-Focused Case Management to work collaboratively with participants to develop and implement a plan to secure and sustain housing. Goals identified in the plan must be directly connected to housing stability or other challenges that might impact housing stability. Housing stability plans may include, but are not limited to actions and efforts to:
  - Search for and secure housing;
  - Increase income and employability;
  - Improve credit history and rental stability;
  - Address behavioral health issues that negatively impact housing stability; and
  - Access permanently affordable housing, including applying to appropriate wait lists.

As part of Housing-Focused Case Management services:

- 1) Grantee shall develop, secure, and coordinate services and assist participants in obtaining federal, state, and local benefits, including coordination with the employment specialist or social

worker, as appropriate. For those identified as CalWORKs participants, Grantee shall ensure coordination of services and promote cooperation with the CalWORKs plan.

- 2) Grantee shall monitor and evaluate participant progress.
  - 3) Grantee shall provide information and referrals to other providers.
- b. Grantee may provide Mediation services to prevent a participant from losing permanent where the participant currently lives.
  - c. Grantee may provide Legal Services to resolve legal problems that prohibit a participant from obtaining permanent housing or will result in a participant losing housing.
  - d. Grantee may provide Credit Repair, as needed to assist participants with critical skills related to budgeting, money management, and resolving personal credit problems, but may not be used to pay debt.
1. Homelessness Prevention<sup>7</sup>:

In addition to the above, under Homelessness Prevention, Grantee shall provide Homelessness Prevention to help participants regain stability in their current permanent housing or relocate into more appropriate housing options. Homelessness Prevention services shall include the components described below.

    - a. Grantee shall provide Short-term and Medium-Term Rental Assistance.
      - 1) Grantee may provide short-term (for the duration of up to three months of rent) or medium-term (for more than three months, but not more than 24 months in a three year period) rental assistance, in which the rent does not exceed the Fair Market Rent (FMR) established by the federal HUD and complies with HUD's standard of rent reasonableness; or
      - 2) One-time payment of rental arrears for up to six months of rent in arrears, including any late fees on those arrears.
    - b. Grantee shall provide Housing Search and Placement services, as necessary, throughout the housing search process, including assistance with locating, obtaining, and retaining suitable permanent housing.
      - 1) Grantee shall assess housing barriers, needs, and preferences.
      - 2) Grantee shall develop an action plan for locating housing.
      - 3) Grantee shall assist participants in navigating the leasing process, including helping participants resolve or mitigate participant screening barriers, such as rental and utility arrears or multiple evictions.
      - 4) Grantee shall recruit and retain landlord partners in the communities and neighborhoods where participants want to live.
      - 5) Grantee shall provide assistance with identifying available units.
      - 6) Grantee shall provide transportation to housing-related appointments, as needed.
      - 7) Grantee shall assist participants with obtaining necessary identification or other documents.
      - 8) Grantee shall assist participants in submitting housing applications.
      - 9) Grantee shall assess housing for compliance with ESG requirements for habitability<sup>12</sup>, lead-based paint, and rent reasonableness.
      - 10) Grantee shall ensure that 100 percent of housing units pass Habitability Standards or Housing Quality Standards (HQS) inspections prior to issuance of ESG-funded rental assistance.
      - 11) Grantee shall negotiate with landlords to help participants gain access to housing.

<sup>7</sup> See 24 CFR 576.103, 576.105, and 576.106

- 12) Grantee shall discuss housing options and assist participants in making an informed housing choice.
- 13) Grantee shall help participants locate and select housing with the lowest possible rents that can be expected to be covered by the household once assistance is no longer being provided.
- 14) Grantee shall assist participants with understanding landlord-tenant rights and responsibilities and the requirements of their specific lease.
- 15) Grantee shall assist participants with setting up utilities and making moving arrangements.

1. Rapid Rehousing<sup>8</sup>:

In addition to Housing-Focused Case Management, under Rapid Rehousing, Grantee shall provide Rapid Rehousing services to transition households from the assistance as quickly as possible while having a reasonable expectation that participants will be able to remain housed so that more participants may be served.

A participant may be eligible to utilize rental assistance outside San Francisco if the participant prefers and if Grantee can guarantee continued delivery of services in that community.

- a. Grantee shall provide Housing Search and Placement services, as necessary, throughout the housing search process, including assistance with locating, obtaining, and retaining suitable permanent housing.
  - 1) Grantee shall assess housing barriers, needs, and preferences.
  - 2) Grantee shall develop an action plan for locating housing.
  - 3) Grantee shall assist participants in navigating the leasing process, including helping participants resolve or mitigate participant screening barriers, such as rental and utility arrears or multiple evictions.
  - 4) Grantee shall recruit and retain landlord partners in the communities and neighborhoods where program participants want to live.
  - 5) Grantee shall provide assistance with identifying available units.
  - 6) Grantee shall provide transportation to housing-related appointments, as needed.
  - 7) Grantee shall assist participants to obtain necessary identification or other documents.
  - 8) Grantee shall assist participants in submitting housing applications.
  - 9) Grantee shall assess housing for compliance with ESG requirements for habitability<sup>12</sup>, lead-based paint, and rent reasonableness.
  - 10) Grantee shall ensure that 100 percent of housing units pass Habitability Standards or Housing Quality Standards (HQS) inspections prior to issuance of ESG funded Rental Assistance.
  - 11) Grantee shall negotiate with landlords to help participants gain access to housing.
  - 12) Grantee shall discuss housing options and assist participants in making an informed housing choice.
  - 13) Grantee shall help participants locate and select housing with the lowest possible rents that can be expected to be covered by the household once assistance is no longer being provided.
  - 14) Grantee shall assist participants with understanding landlord-tenant rights and responsibilities and the requirements of their specific lease.
  - 15) Grantee shall assist participants with obtaining utilities and making moving arrangements.
- b. Grantee shall provide Short-term and Medium-Term Rental Assistance.
  - 1) Grantee shall provide short-term (for the duration of up to three months of rent) or medium-term (for more than three months, but not more than 24 months in a three year period) rental assistance **Error! Bookmark not defined.** in which the rent does not exceed the Fair Market Rent

<sup>8</sup> See 24 CFR 576.104.

- (FMR) established by the federal HUD and complies with HUD's standard of rent reasonableness;  
or
- 2) One-time payment of rental arrears for up to six months of rent in arrears, including any late fees on those arrears.

3. Emergency Shelter<sup>9</sup>:

Emergency Shelter services provide opportunities for providers to expand and enhance the essential services provided to Emergency Shelter participants. ESG may be used to provide a range of essential services or shelter operations<sup>10</sup>.

- a. In addition to Housing-Focused Case Management, Grantee may provide the following Essential Services:
  - 1) Child care for participants, including meals and snacks, with appropriate development activities<sup>11</sup>;
  - 2) Education services to improve knowledge and literacy;
  - 3) Employment assistance and job training, including employment screening or testing, job skills training, and financial assistance for the acquisition of vocational licensing/certifications;
  - 4) Outpatient health services and medical treatment by licensed professionals;
  - 5) Legal services by licensed attorneys regarding matters that interfere with the participant's ability to obtain and retain housing;
  - 6) Life skills training including, but not limited to budgeting and managing money, managing a household, resolving conflict, shopping for food, and parenting;
  - 7) Mental health and substance abuse treatment services to prevent, reduce, eliminate, or deter relapse of behavioral health issues provided by licensed or certified professionals;
  - 8) Transportation to emergency shelters or other service facilities; and
  - 9) Services for special populations, such as youth experiencing homelessness, victim services, and people living with HIV/AIDS, in accordance with 24 CFR 576.102.
- b. Grantee may provide Shelter Operations, including:
  - i. Maintenance, including minor and routine repairs;
  - ii. Rental of shelter location;
  - iii. Security for shelter location;
  - iv. Insurance associated with shelter location;
  - v. Utilities at shelter location;
  - vi. Food served to program participants at shelter location; and
  - vii. Shelter furnishings.

#### D. Service Requirements

- A. Language and Interpretation Services: Grantee 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.
- B. Critical Incidents: Grantee shall report critical incidents in accordance with HSH Program Manager instructions and any published HSH policies/procedures. Examples of critical incidents include death, fire,

<sup>9</sup> See 24 CFR §576.102, §576.2.

<sup>10</sup> Grantee may also use utilize funding for the cost of shelter renovations including labor, materials, tools and other costs associated with major rehabilitation or conversion of a building into an emergency shelter.

<sup>11</sup> The childcare center must be licensed by the jurisdiction in which it operates. Children must be under the age of 13, unless they are disabled; disabled children must be under the age of 18.

acts of violence, or any other incidents which require the involvement of emergency services or Child Protective Services (CPS).

- C. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that referrals are accepted for services without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV/AIDS status.
- D. Feedback, Complaint and Follow-up Policies: Grantee shall provide means for the served population to provide feedback about the program. Feedback methods shall include a written annual survey, which shall be offered to the served population to gather feedback, assess tenant satisfaction, and evaluate the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.
- E. Grievance Procedure: Grantee shall follow the published HSH Grievance Procedure and establish and maintain a written Grievance Procedure for the served population, which shall include the following elements, as well as others that may be appropriate to the services:
  - 1. The name or title of the person or persons authorized to make a determination regarding the grievance;
  - 2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
  - 3. The amount of time required for each step, including when a participant can expect a response; and
  - 4. The HSH Program Manager's contact information for the participant to contact after the participant has exhausted Grantee's internal Grievance Procedure.

Grantee shall provide a copy of this procedure, and any amendments thereto, to each participant over the age of 18 and obtain a signed copy of the form from participants which must be maintained in participant files. Additionally, Grantee shall provide a copy of the procedure and any amendments to the HSH Program Manager.

- F. City Communications, Trainings and Meetings

Grantee shall keep HSH informed of program operations and comply with HSH policies and requirements related to training and meeting participation including, but not limited to:

  - 1. Regular communication to HSH about the implementation of the program;
  - 2. Attendance of quarterly HSH meetings, as needed; and
  - 3. Attendance of trainings, as requested.
- G. Data Standards:
  - 1. 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. Grantee shall enter data into the ONE System, but 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 by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

3. Any information shared between Grantee, HSH, 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 Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines.

H. Record Keeping, Documentation, and Files:

1. Grantee shall maintain all eligibility and inspection documentation in the ONE System and maintain hard copy files with eligibility, including, but not limited to, homelessness verification documents.
2. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress.

I. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).

J. ESG Habitability and/or HQS Standards and Documentation:

1. Grantee shall adhere to Habitability Standards or HQS standards and maintain documentation in each program participant's files.
2. Grantee shall utilize habitability or HQS standards checklist in accordance with HUD requirements.<sup>12</sup>

K. ESG Income Verification and Eligibility:

1. Grantee shall verify participant income after receipt of Access Point or self-referral, in the case of Homelessness Prevention, to ensure eligibility.
2. Grantee shall recertify income eligibility for participants receiving rental assistance every three months at minimum, and more frequently when the participant's income reaches 25 percent of AMI.
3. Grantee may renew the rental assistance if a participant demonstrates a need for further rental assistance during the recertification process.

L. ESG Rental Assistance Calculation: Grantee shall comply with 24 CFR 5.609 to determine rental assistance calculation.

M. ESG Match<sup>13</sup>: Grantee shall make matching contributions of 100 percent of the annual ESG funding to supplement ESG. Sources of match funds include any federal source other than ESG programs, as well as state, local and private sources. If matching funds are from a federal source, the funds must not be prohibited from matching ESG funds. If ESG funds are used as a source of matching funds for another federal program, that federal program funds cannot be used as a source of ESG match funds. Grantees shall provide match documentation at the time of grant execution, per HSH Program Manager instructions. Documentation shall indicate the fiscal year grant for which the matching contribution is being used. Records shall show how the value of noncash contributions was calculated.

For more information about the matching requirement, see 24 CFR 576.201. For more information about recordkeeping requirements, see 24 CFR 576.500.

## E. **Service and Outcome Objectives**

### 1. Service Objectives

<sup>12</sup> See 24 CFR part 576.403 (b).

<sup>13</sup> See 24 CFR 576.201.

Grantee shall report on the following objectives annually and meet the service objectives that align with the system-wide performance measures:

- a. Number of individuals receiving rapid rehousing services, including case management, and housing placement;
- b. Number of individuals receiving short-term rental assistance;
- c. Number of individuals receiving financial assistance, including moving costs, security deposits, utilities, last month's rent;
- d. Number of individuals and families receiving shelter services;
- e. Number of individuals receiving tenant education and counseling;
- f. Number of individuals receiving legal representation;
- g. Number of individuals receiving assistance in accessing housing, including preparing for successful rental application; and
- h. Number of households submitting an online application for Below Market Rate (BMR) rental housing.

2. Outcome Objectives

Grantee shall report on the following objectives annually and meet the service objectives that align with the system-wide performance measures:

- a. Number of individuals whose evictions have been prevented;
- b. Number of individuals moved into more stable housing; and
- c. Number of households placed in BMR and affordable rental housing.

**F. Reporting Requirements**

Grantee shall submit all data and reports as required by HSH and HUD, in a timely and accurate manner.

- A. Evaluative Studies: Grantee shall participate, as requested by HSH, in evaluative studies designed to show the effectiveness of Grantee's services. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee or within 30 working days of receipt of any evaluation report and such response will become part of the official report.
- B. Match Funds: Grantee shall identify, document, and report match funds for all ESG-funded grants that meet or exceed 100 percent of funds or in-kind contributions from other sources to be used on eligible costs, per HSH instructions.
- C. ONE System: Grantee shall input and track all performance measures in the ONE system, San Francisco's Homeless Management Information System (HMIS).
  1. Grantee shall use the ONE System to post program openings, to accept referrals, and to document notes in the ONE System so that the Access Points are able to update participants that have been referred.
  2. Grantee shall use the ONE System to enroll participants, complete annual assessments, and allow for program reporting.
- D. Ad Hoc Reports: Grantee shall provide Ad Hoc reports as required by HSH.

**3. Pre-Application Information**

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**A. Pre-Application Conference Attendance and Registration**

In-person attendance is recommended. To register, please email [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org) with the organization name and number of attendees by December 10, 2019 by 5:00 pm.

At the Pre-Application Conference, the HSH will provide an overview of the RFQ package, submission requirements, and collect and answer questions about the RFQ.

**B. Pre-Application Conference Time and Location**

The Pre-Application Conference will be held at the date and time specified below:

December 12, 2019 at 1:30 pm  
Department of Homelessness and Supportive Housing  
1360 Mission Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103

Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-Application Conference shall not excuse the successful Applicant from any obligations of the RFQ or any subsequent agreement.

**C. RFQ Questions Deadline**

Upon conclusion of the Pre-Application Conference, questions or requests for interpretation will only be accepted by email to [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org) until the RFQ Questions Deadline, **December 16, 2019 by 5:00 pm**.

Applicant-specific questions about compliance with the City's vendor requirements in section 9. Standard City Vendor Forms, are not subject to the above deadline and may still be asked and answered by the contact designated in this RFQ.

**D. RFQ Answers and Clarifications**

A summary of the clarifications, questions and answers pertaining to this RFQ will be posted on the San Francisco City Partner website: <https://sfcitypartner.sfgov.org/pages/index.aspx>.

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

**4. Application Submission Requirements**

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**A. Time and Place for Submission of Applications**

Applications, including all related materials, both in electronic and hard copy format as detailed below, must be received by January 7, 2020, by 12:00 pm.

1. Electronic PDF Applications

Applicants shall submit one completed electronic PDF file of the Appendix1: Application Template with requested attachments to [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org). The electronic file title should include the RFQ number, the Applicant name, and service component (e.g. Homelessness Prevention, Rapid Rehousing, and Emergency Shelter Services).

2. Hard Copy Applications

Applicants shall deliver or mail five hard copies of applications to:

c/o Rachael McNamara  
Department of Homelessness and Supportive Housing  
1360 Mission Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94103

Postmarks will not be considered in judging the timeliness of submissions. Applications submitted by email will not be accepted. Applications submitted by fax will not be accepted. Late submissions will not be considered, including those submitted late due to mail or delivery service failure. 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 for each service category (e.g. Homelessness Prevention, Rapid Rehousing, and Emergency Shelter Services) and submit requested attachments in the format specified. This is necessary so that all applications can receive fair and consistent evaluation. Applications that do not follow the required format will not be considered. Information must be at a level of detail that enables effective evaluation by the Evaluation Panel. All Applicants must ensure that the application addresses the Grantee Selection criteria in Section 5.

Applicants must print double-sided to the extent possible and bind application copies with a binder clip or single staple. Application packages **must not** be bound with spiral binding, glued binding, or anything similar. It is preferred that text is unjustified (i.e., with a ragged-right margin) with Times New Roman 12 font.

## **C. Application Contents**

The Applicant must submit one Appendix 1: Application Template for each service category for which it is applying (e.g. Homelessness Prevention, Rapid Rehousing, and Emergency Shelter Services):

### Appendix 1: Application Template

1. Cover Page:
  - 1.1 Applicant Information: Organization Name, Address, Director and Contact Name, Email and Phone, Federal ID Number, Proposed Service Component, Requested Annual Budget Amount, and Description of Funding Use
  - 1.2 Certifications
2. Minimum Qualifications:

The Applicant must demonstrate that it meets all of the Minimum Qualifications (MQs):

  - 2.1 Applicant must be a nonprofit organization *with* a minimum of five years of experience providing services to people experiencing homelessness or who are at imminent risk of homelessness; and
  - 2.2 Applicant must have at least two years of experience operating the proposed service category (e.g. Homelessness Prevention, Rapid Rehousing, or Emergency Shelter Services) within the past five years; and
  - 2.3 Applicant must demonstrate that it has matching contributions to supplement the ESG award in an amount that equals or exceeds 100 percent of the total requested annual ESG budget amount.<sup>13</sup>

## **5. Grantee Selection**

This section describes the guidelines used for analyzing and evaluating Applications. It is the City's intent to qualify Applicant(s) that 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 as funding becomes available. Applicant(s) who are qualified are not guaranteed an agreement. Applicant(s) 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, should additional funding become available, elect to fund additional Applicants not originally selected for funding, or increase grant amounts to awarded Applicants.

## **A. Additional Information**

In some instances, the City may request additional information from qualified 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 will be reviewed on a pass/fail to determine 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 will result in an Application being considered non-responsive. Responses of "To be provided 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 for which it is applying will be issued a notice of non-responsiveness and will not be evaluated or eligible for grant 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.

## **6. Terms and Conditions for Receipt of Applications**

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### **A. Errors and Omissions in RFQ**

Applicants are responsible for reviewing all portions of this RFQ. Applicants are to promptly notify the Department, in writing, if the Applicant discovers any ambiguity, discrepancy, omission, or other error in the RFQ. Any such notification should be directed to the Department 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](mailto: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 Department 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 Department may modify the RFQ, prior to the Applications Deadline, by issuing Addenda to the RFQ, which will be posted at <https://sfcitypartner.sfgov.org/pages/index.aspx>. The Applicant shall be responsible for ensuring that its Application reflects any and all Addenda issued by the Department 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 San Francisco City Partner website: <https://sfcitypartner.sfgov.org/pages/index.aspx>.

**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 Department to object to an error, omission, or deviation in the application will in no way modify the RFQ or excuse the vendor from full compliance with the specifications of the RFQ or any grant awarded pursuant to the RFQ.

**H. Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a firm 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 grant 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 a Request for Qualifications;
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 project 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. Local Business Enterprise Goals and Outreach**

Due to federal funding for these services, LBE bid discounts will not be used in this RFQ.

**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 (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/grants may result in agency disqualification to participate in this RFQ.

**P. Other Terms and Conditions**

The selection of any Applicant for grant 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 grant agreement cannot be negotiated in a reasonable time with the selected Applicant, then the City, in its sole discretion, may terminate negotiations and begin grant 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 grant agreements/contracts 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.

**7. City Agreement Requirements**

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**A. Standard Agreement Provisions**

Grantee will be required to enter into a grant agreement. Failure to timely execute the 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 a grant offer. The City, in its sole discretion, may select another Applicant.

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

**B. Nondiscrimination in Contracts and Benefits**

Grantee 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**

Grantee will be required to comply with San Francisco 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 contract 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 contract agreement will be performed in a state on the Covered State List may not enter into contract agreements with the City. A list of states on the Covered State List is available at the website of the City Administrator.

**D. Minimum Compensation Ordinance (MCO)**

Grantee 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](http://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](http://www.sfgov.org/olse/mco).

**E. Health Care Accountability Ordinance (HCAO)**

Grantee 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. Grantees 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](http://www.sfgov.org/olse/hcao).

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

If the contract is for more than \$50,000, then the First Source Hiring Program, per the San Francisco Administrative Code Chapter 83 may apply. Generally, this ordinance requires contractors to notify the First Source Hiring Program of available entry-level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Grantee should consult the San Francisco Administrative Code to determine their compliance obligations under this chapter. Additional information regarding the FSHP is available on the web at <http://oewd.org/first-source> and from the First Source Hiring Administrator, at 415.701.4848.

**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, Grantee 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.

**I. Compliance with Municipal Codes**

Grantees 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 included in this RFQ.

**J. Compliance with Laws and Regulations**

Grantee 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 Subcontractors in their Application. All current and future Subcontractors must conform to all City policies regarding Subcontractors. Furthermore, each Applicant, and subsequent Grantee, 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 Grantee.

**L. 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 grant 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 grant agreement will be performed in a state on the Covered State List may not enter into grant 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>.

**8. Protest Procedures**

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The City reserves the right to proceed with its Grantee selection and/or negotiation process during any protest period. The City will cease its Grantee 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 Grant Award**

Within five business days of the City's issuance of a notice of intent to award grant(s) 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 (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth (5<sup>th</sup>) business day after the City's issuance of the notice of intent to award a grant(s).

#### **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](mailto:Gigi.Whitley@sfgov.org). Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

### **9. Standard City Vendor Forms**

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

Proposer must fulfill the City's administrative requirements for doing business with the City and become a compliant supplier prior to contract 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 to a Contractor, all vendors must become a City Vendor 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