



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

**Request For Qualifications (RFQ)  
Shelter Services and Roving Mental Health Services  
RFQ# HSH2019-124 (RFQ#124)  
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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 provide Shelter Services to adults and/or families experiencing homelessness in San Francisco and/or Roving Mental Health Services to families in the Homelessness Response System.

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

RFQ Issued	February 26, 2019
RFQ Questions Deadline <sup>2</sup>	February 28, 2019, 5:00 pm
RFQ Answers and Clarifications Published	March 1, 2019
<b>Applications Due</b>	March 11, 2019, 12:00 pm
Qualified Status and Intent to Award Notifications	April 2019 & Ongoing

**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. Unauthorized contact may be cause for rejection of Application at the City’s sole and absolute discretion. All questions must be submitted by email to [monique.colon@sfgov.org](mailto:monique.colon@sfgov.org) by the RFQ Questions Deadline.

<sup>1</sup> Dates are subject to change. Check [Office of Contract Administration website](#) for latest schedule. Click on the “Consultants and Professional Services” link and then the link for this RFQ.

<sup>2</sup> No questions will be accepted after the RFQ Questions Deadline, with the exception of Applicant-specific City vendor compliance form questions.

# Contents

<b>1. Background.....</b>	<b>1</b>
<b>A. Intent .....</b>	<b>1</b>
<b>B. Terms and Acronyms Used in This RFQ .....</b>	<b>1</b>
<b>C. Overview of HSH’s Strategic Framework and Statement of Need .....</b>	<b>3</b>
<b>D. Overview of HSH’s Homelessness Response System (HRS).....</b>	<b>3</b>
<b>E. Funding Sources .....</b>	<b>4</b>
<b>2. Scope of Work .....</b>	<b>4</b>
<b>A. Served Populations .....</b>	<b>4</b>
<b>B. Referrals and Prioritization.....</b>	<b>4</b>
<b>C. Description of Services.....</b>	<b>5</b>
<b>D. General Service Requirements &amp; Expectations .....</b>	<b>8</b>
<b>E. Service Expectations .....</b>	<b>10</b>
<b>F. Service and Outcome Objectives .....</b>	<b>11</b>
<b>G. Reporting Requirements.....</b>	<b>12</b>
<b>H. As-Needed Services .....</b>	<b>13</b>
<b>3. Pre-Application Information.....</b>	<b>13</b>
<b>A. Pre-Application Conference .....</b>	<b>13</b>
<b>B. RFQ Questions Deadline .....</b>	<b>13</b>
<b>C. RFQ Clarifications and Questions and Answers.....</b>	<b>13</b>
<b>4. Application Submission Requirements .....</b>	<b>13</b>
<b>A. Time and Place for Submission of Application .....</b>	<b>13</b>
<b>B. Application Submission Format.....</b>	<b>14</b>
<b>C. Application Contents .....</b>	<b>14</b>
<b>5. Selection of Awarded Providers.....</b>	<b>15</b>
<b>A. Additional Information .....</b>	<b>15</b>
<b>B. Minimum Qualifications .....</b>	<b>15</b>
<b>C. Application Evaluation.....</b>	<b>16</b>
<b>6. Terms and Conditions for Receipt of Application .....</b>	<b>16</b>
<b>A. Errors and Omissions in RFQ .....</b>	<b>16</b>
<b>B. Inquiries Regarding RFQ .....</b>	<b>17</b>
<b>C. Objections to RFQ Terms .....</b>	<b>17</b>
<b>D. Change Notices .....</b>	<b>17</b>
<b>E. Term of Application.....</b>	<b>17</b>
<b>F. Revision of Application.....</b>	<b>17</b>
<b>G. Errors and Omissions in Application.....</b>	<b>17</b>
<b>H. Financial Responsibility .....</b>	<b>17</b>
<b>I. Applicant’s Obligations under the Campaign Reform Ordinance.....</b>	<b>18</b>
<b>J. Sunshine Ordinance.....</b>	<b>18</b>
<b>K. Public Access to Meetings and Records .....</b>	<b>19</b>
<b>L. Reservations of Rights by the City .....</b>	<b>19</b>
<b>M. No Waiver.....</b>	<b>19</b>
<b>N. Local Business Enterprise Goals and Outreach .....</b>	<b>19</b>
<b>O. Compliance with Previous Grant and Contract Requirements .....</b>	<b>19</b>
<b>P. Other Terms and Conditions .....</b>	<b>19</b>
<b>7. City Agreement Requirements .....</b>	<b>20</b>
<b>A. Compliance with Laws and Regulations.....</b>	<b>20</b>

B. City’s Approval Rights over Subcontractors and Subcontractor Payments.....	20
C. Release of Liability .....	20
D. Standard Agreement Provisions .....	20
E. Nondiscrimination in Contracts and Benefits .....	21
F. Minimum Compensation Ordinance (MCO).....	21
G. Health Care Accountability Ordinance (HCAO).....	21
H. First Source Hiring Program (FSHP).....	21
I. Conflicts of Interest.....	21
J. Insurance Requirements.....	22
K. Compliance with Municipal Codes.....	22
L. Companies Headquartered in Certain States .....	22
<b>8. Protest Procedures .....</b>	<b>22</b>
A. Protest of Non-Responsiveness Determination.....	22
B. Protest of Non-Qualification .....	23
<b>9. Standard City Vendor Forms .....</b>	<b>23</b>
A. How to Become Eligible to Do Business with the City .....	23
B. Mandatory Forms .....	23
C. Provider Eligibility and Invoice Payment.....	23
D. Vendor Eligibility Forms .....	24
E. Supplemental Forms .....	24

# 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 to provide Shelter Services to adults and/or families experiencing homelessness and/or Roving Mental Health Services to families in the Homelessness Response System (HRS) to meet HSH's strategic framework goals.

HSH has a singular focus on preventing and ending homelessness for people in San Francisco. Through the provision of coordinated, compassionate, and high quality services, HSH strives to make homelessness in San Francisco rare, brief, and one time.

HSH intends to do the following with this RFQ:

1. To qualify providers to deliver Shelter Operations and Services to adults and/or families in existing and new facilities; and
2. To qualify providers to deliver Roving Mental Health services to families in the San Francisco Homelessness Response System (HRS); and
3. To make awards through this procurement process to Applicants selected as the most qualified and whose responses conform to the RFQ, and meet the City's requirements, as funding becomes available.

HSH may extend agreements for a total term not to exceed ten years and increase agreement amounts in accordance with City rules and regulations. The actual agreement terms and amounts are subject to funding availability, Proposal, agreement negotiations, and provider performance, as well as future needs.

## B. Terms and Acronyms Used in This RFQ

<b>Term</b>	<b>Definition</b>
311 Service Center	The City of San Francisco's official call center and website for obtaining information, reporting problems, or submitting service requests. 311 is the initial entry point to some homeless services and shelters.
Access Point	Families and individuals experiencing homelessness can obtain Coordinated Entry services at geographically diverse Access Points (AP). The Access Point staff will assess families and individuals for service needs and eligibility, and perform Problem Solving. Access Points work to ensure those with the highest needs are able to access shelter and appropriate housing interventions.
Agreement	The binding legal document resulting from this RFQ process. Sometimes also referred to as a Grant or Contract.
Applicant	Any entity submitting an Application to this RFQ.
Awarded Provider	Any Applicant awarded an agreement for services under this RFQ. Awarded Provider is used interchangeably with Grantee or Contractor.

<b>Term</b>	<b>Definition</b>
Coordinated Entry	Organizes the Homelessness Response System with a common, population-specific assessment, centralized data system, and prioritization method that directs guests 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, Adults, Families, and Youth. The process is broken into four parts: access, assessment, prioritization, and referral.
Coordinated Homeless Assessment of Needs and Guidance through Effective Services (CHANGES)	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 other guest level information is retained in CHANGES. CHANGES will eventually be replaced with the ONE System.
Critical/Significant Incident Report	Awarded Providers are required to follow HSH protocols regarding emergency notification and submission of Critical/Significant Incident Reports to HSH.
Department of Homelessness and Supportive Housing (HSH)	The City and County of San Francisco’s Department of Homelessness and Supportive Housing (HSH), the sponsor of this RFQ. HSH may also be referenced as “Department” in this RFQ.
Family	A household consisting of at least one adult age 18 or older and at least one minor child under 18. A family may also include pregnant persons under defined circumstances.
Harm Reduction Model	Harm-reduction consists of working with guests 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.
Homelessness Response System (HRS)	The overall system of services to address homelessness managed by HSH. Driven by the Department’s Strategic Framework, the system helps people exit homelessness by getting a house key into their hands as quickly as possible.
Household(s)	Used interchangeably with family/families.
Online Entry Navigation System (ONE System)	Launched in June 2017, ONE is the data system used for all housing and services for people experiencing homelessness in San Francisco. Managed by HSH, the ONE System will replace 15 legacy data systems, including the existing Homeless Management Information System (HMIS). The ONE System is a guest level database that is used system-wide to track all HSH related services and housing placements. The implementation of the ONE System is ongoing and will eventually include the Adult Shelter System.
Operating Services	Services that support the infrastructure of the program, including management of access to services.
RFQ	Request for Qualifications.

<b>Term</b>	<b>Definition</b>
Shelter	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 populations of persons experiencing homelessness.
Strategic Framework	The HSH Five-Year Strategic Framework provides a roadmap for reducing homelessness in San Francisco and making it a rare, brief, and one-time occurrence. HSH Strategic Framework may be found at <a href="http://hsh.sfgov.org">http://hsh.sfgov.org</a> .
Trauma Informed	Trauma-informed care is a strengths-based framework that is 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. Awarded Providers shall ensure delivery of trauma-informed assistance to maximize self-sufficiency for people experiencing homelessness in San Francisco, to reduce the timeline from first encounter to housing placement, and ensure that households are not subject to redundant or unnecessary access barriers.

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

In October 2017, HSH published its Strategic Framework, which lays out the Department’s vision and top priorities for significantly reducing homelessness in San Francisco by the end of 2022. It describes the key elements of a Homelessness Response System (HRS) 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 Coordinated Entry, Problem Solving and prioritization, HSH and its partners 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 HSH’s vision for significantly reducing homelessness in San Francisco and quickly getting house keys into as many hands as possible. Respondents are encouraged to familiarize themselves with the Framework, which may be found at <http://hsh.sfgov.org>.

### **D. 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 is a key component of this response system. Coordinated Entry is a consistent, community-wide intake process to match people experiencing homelessness to available community resources that are the best fit for their situation. Coordinated Entry 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 a housing or problem solving solution and identifies the best type of available intervention to address their needs. For more information, please see: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Signed-CE.pdf>.

Coordinated Entry 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.

Coordinated Entry Access Points, which serve as the community connector to the HRS, offer direct services or provide referrals to services that assist eligible San Franciscans 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 households based on living situation and vulnerabilities; and 4. Matching to determine eligibility for available housing opportunities and referral to housing site(s), based on eligibility and assessment results.

In the event that the Housing Assessment results in an individual being ineligible, the expectation is that Problem Solving will be offered as an ongoing resource.

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.

#### **E. Funding Sources**

At this time HSH anticipates that General Fund will be used, however, the sources of funding may include 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 these services. The City shall not be required to fund any definite units of services 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 Scope of Work is a general guide to the work the City expects Awarded Providers to perform, and is not a complete listing of all services that may be required or desired.

#### **A. Served Populations**

1. Adult Shelters:  
The Adult Shelter System serves adults who are experiencing homelessness, aged 18 and over, without the custody of minor children below 18 years of age.
2. Family Shelters:  
The Family Shelter System serves households consisting of at least one adult age 18 or older and at least one minor child under 18. A family may also include pregnant persons under define circumstances.
3. Roving Mental Health Services to Families:  
The Roving Mental Health program shall serve families, which consists of at least one adult, age 18 or older, and at least one minor child under 18, who are currently being served by the San Francisco HRS, including families in Shelter, Rapid Rehousing, or PSH. A family may also include pregnant persons under define circumstances.

#### **B. Referrals and Prioritization**

Awarded Providers shall provide services to those who meet HSH-established eligibility requirements for the served population.

1. Adult Shelters:

In order to access a single adult shelter, guests must:

- Be a single adult, age 18 or over;
- Have a CHANGES (or successor system) profile with basic demographic information, including photo and finger images, if available in the software system;
- Have a current Tuberculosis (TB) screening clearance. This documentation must be updated annually, or as recommended by the Department of Public Health (DPH); and
- Be able to self-care, as defined by DPH.

Guests must obtain one-night or weekend reservations through HSH-authorized agencies, such as Shelter Reservation Sites or Resource Centers.

For extended, time-limited reservations, guests must get on the Citywide Waitlist administered by 311. Once a guest's name reaches the top of the waitlist, they will have 10 calendar days to claim a shelter reservation. Guests may access their waitlist status the following ways:

- Calling 311 within San Francisco or 415-701-2311;
- Going to the 311 website at <https://sf311.org/shelter-reservation-waitlist>; or
- Viewing posted Waitlist status at Reservation Sites, Resource Centers or single adult shelters.

2. Family Shelters:

Families in need of same day shelter may make a reservation or go directly to HSH's lowest barrier programs. See <http://hsh.sfgov.org/services/emergencysshelter/> for more information. In order to access other family shelter programs, all families must go through the Coordinated Entry process and engage Family Access Points. The Access Point staff will assess families 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.

3. Roving Mental Health Services to Families:

In order to access Roving Mental Health Services, families will be referred from approved HRS providers who are serving families. Referral sources may include Access Points, Family Shelters, Rapid Rehousing programs and PSH programs. The Awarded Provider(s) shall work with HSH to establish a referral and prioritization process.

## C. Description of Services

1. Shelters (Adult and Families)

The Adult and Family Shelter Systems provide operating and support services, including, but not limited to the below. Awarded Providers shall adhere to all requirements of the Shelter Standards of Care legislation:

<https://sfgov.org/sheltermonitoring/sites/default/files/Standard%20of%20Care%20List.pdf> and Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>.

- 1.a. Shelter Operations (Adults and Families): Awarded Providers shall provide all functions of Shelter Operations 365 days a year, for shelter guests to sleep at least eight hours per night, including, but not limited to:

- 1.a.1. Site Control: Awarded Providers shall have site control for all current facilities not owned or leased by the City. For example, through lease stewardship; MOU for building use; or building ownership.
  - 1.a.2. Facility Maintenance: Awarded Providers shall maintain the facility; provide janitorial services; and repair the facility and its systems to maintain a clean, safe, and pest-free environment, per all applicable building, fire and health codes;
  - 1.a.3. Reservations: Awarded Providers shall accept and facilitate reservations, in accordance with the shelter facility's hours of operation.
  - 1.a.4. Accommodations: Awarded Providers shall provide at minimum, one clean blanket, two clean sheets, one pillow case, and mats, cots, or beds, as appropriate for the shelter facility, configuration, and capacity in compliance with the Shelter Standards of Care Legislation<sup>3</sup>.
  - 1.a.5. Security: Awarded Providers shall provide or coordinate site security and screening, including adherence to relevant HSH policies.
  - 1.a.6. Meals: Awarded Providers shall provide meals to guests with active reservations following the menu pattern developed by the San Francisco Nutrition Project. The number of meals shall be dependent on the hours of operation of the shelter facility.
  - 1.a.7. Storage: Awarded Providers shall provide space for secure and pest-free storage of guest belongings, as appropriate for the facility, in accordance with Shelter Standards of Care legislation<sup>3</sup>.
  - 1.a.8. Shelter Expansion: In an attempt to respond to weather or other environmental emergencies, HSH reserves the right to negotiate shelter expansion with the addition of mats during periods of need. HSH is looking for providers at negotiated sites to be ready to provide expansion within twenty-four hours' notice; although HSH will attempt to give more advance notice whenever possible. Expansion may be at reduced hours or simplified services. HSH prefers that providers use their own staff during these expansions; however, if provider staffing is not available at the time of expansion, HSH reserves the right to augment coverage with City staff in order to respond to emergencies.
- 1.b. Drop In Services (May Apply to Adults and Families): Awarded Providers may be required, based on the needs of a specific facility/or program, to provide Drop In Services, which include an indoor place to sit for those with or without reservations; and medically requested respite for those with reservations.
- 1.c. Shelter Support Services (Adults and Families): Awarded Providers shall provide, at minimum, the following Shelter Support Services to adults and families so that they may stabilize their living situations, improve their mental and physical health, and increase their independence. Support Services shall include, but are not limited, to the following:
- 1.c.1. Emergency Response: Awarded Providers shall provide Support Services staff who shall be equipped to respond to emergency situations and are able to provide de-escalation and conflict resolution during the shelter hours of operation.
  - 1.c.2. Orientation: Awarded Providers shall provide weekly orientation meetings to shelter guests.

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<sup>3</sup> Including, but not limited to Shelter Standards of Care, as applicable:  
[http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:sanfrancisco\\_ca\\$anc=JD\\_20.404](http://library.amlegal.com/nxt/gateway.dll/California/administrative/chapter20socialservices?f=templates$fn=default.htm$3.0$vid=amlegal:sanfrancisco_ca$anc=JD_20.404).

- 1.c.3. Referrals and Coordination of Services: Awarded Providers shall make referrals to Access Points, and eliminate barriers to connect guests to Access Points. Awarded Providers may provide other resources to help individuals stabilize and begin the progress out of homelessness. Awarded Providers shall also communicate and coordinate with outside service providers to support existing guests in their transition, including, but not limited to assisting guests in obtaining and maintaining public benefits.
- 1.c.4. Conflict Resolution: Awarded Providers shall offer to meet with two or more guests to assist in problem solving.
- 1.c.5. Wellness Checks: Awarded Providers shall conduct wellness checks, in accordance to HSH policies, as necessary, to identify guests who show signs of concern.

2. Family Shelter Support Services (Families):

In addition to the above, Awarded Providers serving families in facilities that are in operation 24-hours a day, seven days per week, shall also provide the following Shelter Support Services:

- 2.a. Storage: Awarded Providers shall provide households with belongings that exceed the designated shelter storage with referrals and resources to store their belongings. Awarded Providers shall not deny services to households with belongings that exceed the shelter's capacity.
- 2.b. Intake and Assessment: Awarded Providers shall conduct intake and assessment with each household to review the components of the Family Success Plan, and identify strengths and needs to create a customized Family Success Plan that addresses Housing, Financial, Education, Employment and Family Stability within the first week the family resides in the shelter.
- 2.c. Case Management: Awarded Providers shall provide ongoing Case Management to households to support the goals of the Family Success Plan. Awarded Providers shall review the Family Success Plan at the first Case Management meeting, at the end of 90 days in shelter, and every 30 days thereafter.
- 2.d. Case Coordination: Awarded Providers shall collaborate with Access Points and other service providers, such as, but not limited to, Rapid Rehousing providers, to coordinate housing searching, placement, and maintenance.
- 2.e. Housing Search and Placement Support: Awarded Providers shall assist households with identifying strengths and needs in relation to searching for and obtaining housing. This may include, but is not limited to, reviewing credit reports and any eviction history, advocating on behalf of households with landlords, notifying households of housing opportunities and assistance with housing applications.
- 2.f. Behavioral Health: Awarded Providers shall address any behavioral health and health needs in house or by referral.
- 2.g. Benefits Advocacy and Assistance: Awarded Providers shall assist households in obtaining and maintaining public benefits.
- 2.h. Financial Planning Assistance: Awarded Providers shall develop a plan with households who reside in the shelter for more than 30 days to save 75 percent of their net earnings in a trust account. Awarded Providers shall also work with households on a budget and financial literacy, including opening a bank account if households do not already have one.
- 2.i. Children's and Youth Services: Awarded Providers shall employ background check cleared, experienced and qualified staff, to provide on-site age-appropriate activities and enrichment programming, which promote children's mental, social and physical development to children and youth under the age of 18.
- 2.j. Support Groups, Social Events and Organized Activities: Awarded Providers shall provide families with opportunities to take part in organized gatherings for peer support that are

appropriate for the facility's hours of operation. These events may be planned with or based on input from families and shall be held on-site at least once per week. Awarded Providers shall post and provide families with a monthly calendar of events.

- 2.k. Shelter Community Meetings: Awarded Providers shall conduct monthly community meetings for families where they may discuss building/program concerns and program ideas.
- 2.l. Extensions: Awarded Provider Directors may grant households a 30-day extension for up to a six month maximum stay. If a family is accepted into a Rapid Rehousing program or if the family is slated to enter PSH, the stay may be extended through the duration of the housing search, or until the PSH unit is available, respectively.

3. Roving Mental Health Services to Families:

Awarded Providers shall provide time-limited mobile mental health services by licensed or licensed eligible therapists to referred families. Awarded Providers shall travel to meet with families, in their various locations within San Francisco, including Shelters and housing sites.

Services shall include the following Mental Health Services:

- 3.a. Intake and Assessment: Awarded Providers shall conduct intake and psychosocial assessment with each referred family to identify behavioral health treatment needs and develop a short-term Treatment Plan to address issues and preserve family stability.
- 3.b. Therapeutic/Mental Health Services: Awarded Providers shall provide mental health services, including individual, couple, family, and play-based therapy sessions, to address behavioral health needs as identified in the Treatment Plan.
- 3.c. Groups: Awarded Providers shall facilitate groups, based in harm reduction principles, on various topics which provide strategies and resources. For example Awarded Providers may offer groups to families who are not yet willing to access substance abuse treatment.
- 3.d. Crisis Intervention: Awarded Providers shall provide crisis intervention to families in acute and immediate crisis (e.g. suicidality, substance abuse, domestic violence, undiagnosed mental health concerns).
- 3.e. Case Coordination: Awarded Providers shall collaborate with service providers, including, but not limited to, Case Managers, Property Management, Support Services staff, and other providers to ensure a family's stabilization.
- 3.f. Referrals and Coordination of Services: Awarded Providers shall make referrals to other resources to help families stabilize and meet the goals of their Service Plan.
- 3.g. Transitions: Awarded Providers shall transition families to a long-term mental health provider, such as private insurance, victim's compensation, Medi-Cal or community-based resource, to ensure continuity of services.

**D. General Service Requirements & Expectations**

Please note that some requirements are applicable to Shelter Services and Roving Mental Health Services. Requirements that are applicable to only one service component are marked as such.

- 1. Possession of Licenses/Permits: Awarded Providers warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.
- 2. Language Accessibly: Awarded Providers shall address the needs of and provide services to guests and households who primarily speak language(s) other than English.

3. Record Keeping: Awarded Providers shall maintain confidential files on each guest and/or household that has a Plan, including documentation and notes that track planning and progress on achieving goals in Plans. Awarded Shelter Providers may also be required to maintain TB clearance and immunization documentation.
4. Facilities (Shelters):
  - 4.a. Awarded Providers shall maintain facilities in full compliance with requirements of the law and local standards<sup>3</sup>. Awarded Providers shall ensure that facilities are well maintained, clean, and free of pests per the City Integrated Pest Management Code and Environmentally Preferable Purchasing Ordinance. Maintenance shall occur regularly, as required by the HSH Facilities Manager and janitorial services shall occur regularly, per shift, and as required by the HSH Facilities Manager.
    - 4.a.1. Awarded Providers shall respond to all facility related requests and complaints promptly and in a manner that ensures the safety of guests and Awarded Provider staff. Awarded Providers shall note in writing and post in a common area when a maintenance problem will be repaired and the status of repair.
    - 4.a.2. Awarded Providers shall develop, maintain, and document maintenance schedules for the facility and its systems, as applicable per facility, including, but not limited to, maintaining light fixtures; heating and air conditioning systems (e.g. fan blades, air registers, vents, filters); plumbing (e.g. drains of showers, toilets, sinks); appliances (e.g. hand dryers, refrigerators, microwaves, fans, etc.); elevators; security systems (e.g. metal detectors, security cameras); fire extinguishers; emergency exits; electrical systems; mold, leak, and pest checks (e.g. roof, walls, bathrooms, kitchen, etc.); and supply checks (e.g. toilet paper, towels, soap, etc.).
    - 4.a.3. Awarded Providers shall develop, maintain, and document janitorial schedules per shift for the facility and its systems, as applicable, including, but not limited to cleaning floors; restrooms (e.g. floors, tile, showers, toilets, urinals, sinks); laundry machines (e.g. dryer vents); elevators (e.g. buttons, floors, walls); kitchens (e.g. floors, sinks, counters, appliances); water fountains; and heating and air conditioning systems vents.
  - 4.b. Awarded Providers shall provide facility access to City Departments upon request, including HSH, San Francisco Fire Department, DPH, Department of Building Inspection and the Mayor's Office.
5. Good Neighbor Policies (Shelters): Awarded Providers shall maintain a good relationship with the neighborhood, including:
  - 5.a. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
  - 5.b. That the Awarded Provider Director or Manager or a representative will attend all appropriate neighborhood meetings;
  - 5.c. That Awarded Provider management staff is available to respond to neighbors within 24 hours, if reasonable;
  - 5.d. Minimizing the impact on the neighborhood of shelter population waiting to enter the building;
  - 5.e. Active discouragement of loitering in the area surrounding the building; and
  - 5.f. Notification of neighborhood businesses and residents of the services available by means of visits, telephone calls, and/or flyers.
6. Feedback, Complaint and Follow-up Policies

Awarded Providers shall provide means for the served population to provide input into the program. Feedback methods shall include:

- 6.a. A complaint process, including a written complaint policy informing guests how to report complaints and request repairs/services; and
- 6.b. A written quarterly survey that has been pre-approved by HSH, which shall be offered to the served population to gather feedback and assess the effectiveness of services and systems within the program. Awarded Providers shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.

#### 7. City Communications and Policies

Awarded Providers shall keep HSH informed and comply with applicable City policies to minimize harm and risk, including:

- 7.a. Compliance with all Shelter and Resource Center Standards of Care as required by Administrative Code, Sec. 20.404<sup>Error! Bookmark not defined.</sup> (Shelters);
- 7.b. Regular communication to HSH about the implementation of the program;
- 7.c. Attendance of HSH meetings and trainings, as requested;
- 7.d. Attendance of a bi-annual training on the ADA and mental disabilities through interdepartmental work orders with the Mayor's Office on Disability and the City Attorney's Office (Shelters);
- 7.e. Attendance of the Shelter Monitoring Committee Meetings (Shelters);
- 7.f. Adherence to the HSH Shelter Grievance Policy, including the processes regarding denials of service<sup>4</sup> (Shelters);
- 7.g. Adherence to the HSH Cold/Wet Weather Policy (Shelters);
- 7.h. Adherence to the TB Infection Control Guidelines for Homeless (Shelters);
- 7.i. Adherence to the HSH Critical Incident policies, including reports to HSH, within 24 hours, regarding any deaths, serious violence or emergencies involving police, fire or ambulance calls using the Critical Incident Report form. A Critical Incident is defined as when emergency responders are called to the shelter by staff or guests and when Child Protective Services removes a child. Shelters must also send reports for incidents in which there were no emergency responders. An example is a domestic violence incident; and
- 7.j. Development and maintenance of 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. Awarded Providers shall update the Agency/site(s) plan as needed and Awarded Providers shall train all employees regarding the provisions of the plan for each Agency/site(s).

#### **E. Service Expectations**

Awarded Providers shall incorporate best practices in service provision to all populations, as well as the concepts articulated in HSH's Strategic Framework, including the following approaches:

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 guests should have a

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<sup>4</sup> HSH Shelter Grievance Policy: <http://hsh.sfgov.org/wp-content/uploads/2018/08/Shelter-Grievance-Policy-Final-8-25-16-4.pdf>

clear understanding of how to access services and what to expect from the system; program guests should not be required to sign up for numerous waiting lists or approach multiple programs to receive help. Program guest choice, strengths, and personal networks will be considered as part of finding the right solution.

3. Stakeholder-Informed - Decisions about design, implementation, and review of results will be carried out with collaboration and input from a broad range of homeless and housed stakeholders.
4. 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.
5. 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 achieve maximum impact.
6. Accountable - The system will be held accountable for results, using data to track the goals and performance measures for each component and to ensure each program guest is being well-served. HSH will evaluate progress and report to the community on a regular basis.
7. Innovative - With the systems goals in mind, opportunities to adapt practices and innovate new strategies and approaches are encouraged and will be supported and evaluated.
8. Equitable - With mindfulness about the racism and bias that has disproportionately created homelessness among people of color, lesbian, gay, bisexual, transgender, and questioning (LGBTQ) youth, HSH is committed to equity in the Department, system, and programs.
9. Urgency - Each household's homelessness should be treated as an emergency and the system will respond accordingly.

#### **F. Service and Outcome Objectives**

Objectives will be measured by reported data as specified in Section G. Reporting Requirements and/or via program monitoring. In measuring these areas, a balance will be created between the value of the information and the time/effort required to collect the information.

1. Service Objectives - HSH will develop service objectives for each program to describe expectations around the quantity and quality of services provided. Grantees will be held accountable for meeting service objectives as they represent essential inputs tied to proposed program outcomes. Service objectives may include:
  - Number of unduplicated individuals or families to be served in the grant period;
  - Number of unduplicated individuals or families that will receive specific types of services;
  - Number of services provided by service type;
  - Volume or quantity of services to be provided; and/or
  - Timeliness or frequency of service provision.
2. Outcome Objectives - HSH will develop outcome objectives for each program to measure the change in the participants, community, or system as a result of the program. Certain outcome objectives will be calculable using participant-level data collected from each program. HSH will clearly define outcome objectives to be reported and/or calculated in the final agreement. Outcome objectives may include:

- Reduction in the length of time an individual or family remains homeless;
- Reduction in the rate of returns to homelessness;
- Improvements to an individual or family's well-being and self-sufficiency;
- Exit to permanent housing (subsidized or unsubsidized) during the year; and/or
- Guest satisfaction with services, treatment, meals, and adherence to shelter standards of care legislation.

## **G. Reporting Requirements**

HSH is working to integrate all programs and legacy databases into the ONE System. Some programs are already utilizing the ONE System; other programs have yet to be integrated. Once integrated, HSH will not provide data uploads into the ONE System on behalf of Awarded Providers. Awarded Providers for programs not yet integrated into the ONE System will be informed about current data systems and methods. Awarded Providers shall receive training on how to use the ONE System and shall be expected to enter program guest information into the system in a timely manner. Awarded Providers shall be responsible for maintaining accurate and complete program guest level records in the ONE System. The records shall be expected to 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>

Reporting requirements may vary by program, service type, and/or funding source. Awarded Providers shall submit reports in a timely manner using templates or formats specified by HSH.

Awarded Providers are expected to 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, Awarded Providers 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 Awarded Providers regarding the correct mechanism for sharing data.

When required by HSH, Awarded Providers shall provide regular reports of activities, referencing the tasks as described in the Service and Outcome Objectives section. Reports may also include accomplishments and challenges encountered by Awarded Providers.

Awarded Providers shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner. Any information shared between Awarded Providers, HSH, and other providers about program guests shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with HIPAA and privacy guidelines.

Changes to data collection or reporting requirements shall be communicated to Awarded Providers via written notice via email or mail at least one month prior to expected implementation.

Awarded Providers may be required to provide monthly, quarterly, and/or annual reports of activities, referencing the tasks as described in the Service Objectives and Outcome Objectives sections. These reports shall also include accomplishments and challenges encountered by Awarded Providers, and may include summary measures such as:

1. Number of denials of service; any hearings and arbitrations; and their outcomes (Shelters);
2. Number of program enrollments per month by population (i.e. adults, TAY, families, chronically homeless) and/or housing status;
3. Number and type of exits per month and exit destinations;
4. Number of services provided by service type;

5. Changes in capacity for new and existing programs (e.g. unit/bed inventory); and
6. Timeliness or frequency of service provision.

Awarded Providers shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Awarded Providers' services. Awarded Providers agree to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Awarded Providers within thirty working days of receipt of any evaluation report and such response shall become part of the official report.

#### **H. As-Needed Services**

Subject to the City's approval, the grant(s) awarded under this RFQ may be amended in accordance with City requirements to include additional services by Awarded Providers as needed by the City and for services related to the scope of work described in this RFQ. The scope and cost of as-needed services will be negotiated.

### **3. Pre-Application Information**

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#### **A. Pre-Application Conference**

No in-person Pre-Application Conference will be held for this RFQ.

#### **B. RFQ Questions Deadline**

Questions or requests for interpretation will only be accepted by email to [monique.colon@sfgov.org](mailto:monique.colon@sfgov.org) until the RFQ Questions Deadline, February 28, 2019, 5:00 pm.

#### **C. RFQ Clarifications and Questions and Answers**

A summary of the clarifications, questions, and answers pertaining to this RFQ will be posted on the Office of Contract Administration's Bid and Contracts website: <http://mission.sfgov.org/OCABidPublication>. From the search by category, select "Consultants and Professional Services" and then the link for this RFQ.

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 Application**

Applications, including all related materials, both in electronic and hard copy format, as detailed below, must be received by March 11, 2019, 12:00 pm.

1. Electronic Application

Applicants shall submit one electronic PDF file of the Appendix 1: Narrative Template and requested attachments to [monique.colon@sfgov.org](mailto:monique.colon@sfgov.org). The electronic file title should include the RFQ number, the Applicant name, and the services for which the Applicant is applying to become qualified.

2. Hard Copy Application

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

Monique Colón  
Department of Homelessness and Supportive Housing  
1360 Mission Street, Suite 200  
San Francisco, CA 94103

Mail is not recommended, as postmarks will not be considered in judging the timeliness of submissions. Applications submitted solely 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 email delivery failure. Supplemental documents or revisions after the Application Deadline will not be accepted.

## **B. Application Submission Format**

Applicants must submit an Application and use Appendix 1: Narrative Template, in the order and format specified. This is necessary so that all Applications may 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 5. Selection of Awarded Providers.

Applications must be double-side printed to the maximum extent possible and bind applications copies with a binder clip, rubber band, or single staple. Applications must not be submitted in a binder, bound with spiral binding, or anything similar. It is preferred that text is single-spaced, unjustified (i.e., with a ragged-right margin) using Times New Roman 12 font.

## **C. Application Contents**

Applicants must complete and submit the Application, comprised of the Appendix 1: Narrative and proof of Site Control, if a current site is available and if Applicant is applying for Shelters. Please submit one Application per service component (Shelter Services and Roving Mental Health Services). One Application may be submitted for Shelter Services to Adults and Families)

Using Appendix 1: Narrative Template, each Applicant must complete/provide the following:

### 1. Summary

- 1.a. Applicant Information
- 1.b. Certifications

### 2. Minimum Qualifications

Applicants must demonstrate that they meet relevant Minimum Qualifications. When describing experience with the services, each Applicant must include the prior or current program name; funder name; funder contact name, title and email; and the start/end dates. If a Subcontractor will be used, the Applicant must identify the Subcontractor and how it meets the relevant Minimum Qualification(s).

- 2.a. Applicants must demonstrate at least five years of experience providing the services described in this RFQ to the served population within the past seven years. *If Applicants are seeking qualification to provide Shelter Services to Adults, and Families, experience for both populations must be demonstrated. If Applicants are seeking qualification to serve Families through Roving Mental Health Services to Families, experience with families must be demonstrated.*

### 3. Organizational Capability and Experience

In no more than four pages, Applicants must provide responses to the following:

- 3.a. Describe agency’s experience, organizational capability and infrastructure to deliver the services, as described in this RFQ. *If Applicants are seeking qualification to provide Shelter Services to Adults, and Families, describe capability and infrastructure for Shelter Services. If Applicants are seeking qualification to serve Families through Roving Mental Health Services to Families, describe capability and infrastructure for Roving Mental Health Services to Families.*
  - 3.b. Describe the agency’s experience working with the served population and diverse individuals and/or families, including Black, Latino, and LGBTQ guests, and experience providing responsive services that demonstrates it is qualified to provide the services. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery.
  - 3.c. Describe the agency’s experience in integrating HSH’s Strategic Framework principles, such as, but not limited to, Housing First, harm reduction and trauma-informed care into service delivery that demonstrates it is qualified to provide the services.
  - 3.d. Describe the agency’s experience hiring staff with diverse backgrounds, including Black, Latino, and LGBTQ that demonstrates it is qualified to provide the services.
4. Program Plan  
 In no more than three pages, Applicants must provide responses to the following:
- 4.a. Describe the agency’s plan to provide the services as described in the RFQ. Make note of any challenges and barriers that may arise and how the agency plans to mitigate such issues that demonstrates it is qualified to provide the services.
  - 4.b. Describe agency’s proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services. Please do not include resumes. *If Applicants are seeking qualification for Shelter Services to Adults and Families, please also include maintenance, janitorial, direct service and supervising staff, and coverage based on the current or anticipated facility hours of operation. If Applicants are seeking qualification for Roving Mental Health Services, please include supervision standards and other relevant information.*
  - 4.c. Describe the agency’s plan to solicit and utilize served population feedback and how the feedback will be reported to HSH and incorporated into the program.

## 5. Selection of Awarded Providers

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This section describes the guidelines used for analyzing and evaluating Applications. It is the City’s intent to qualify Applicant(s) that will provide the best overall service package to the City for these services. Qualified Applicants 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.

### 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

Each Applicant must clearly demonstrate that it meets the Minimum Qualifications to be considered for evaluation. Each Applicant’s responses to Minimum Qualifications in RFQ Appendix 1 will be reviewed on a pass/fail basis to determine eligibility for Application evaluation only.

The Minimum Qualifications determination will be solely based on the information submitted by the Applicant in Appendix 1. 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 qualified or evaluated or eligible for agreement 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.

### **C. Application Evaluation**

The City intends to evaluate the Application generally in accordance with the criteria itemized below.

#### Organizational Capability and Experience

- Does the agency clearly demonstrate that it has the experience, organizational capability and infrastructure to successfully deliver the services described in this RFQ? If so, to what extent does the agency demonstrate this?
- Does the agency clearly demonstrate that it has the experience working with the served population and diverse individuals and/or families, including Black, Latino, and LGBTQ guests through agency practices, such as, but not limited to trainings? If so, to what extent does the agency demonstrate this?
- Does the agency clearly demonstrate that it has experience incorporating the concepts in the HSH Strategic Framework, such as, but not limited to, Housing First, harm reduction and trauma informed care approaches? If so, to what extent does the agency demonstrate this?
- Does the agency clearly demonstrate that it has experience hiring staff with diverse backgrounds, including Black, Latino, and LGBTQ individuals? If so, to what extent does the agency demonstrate this?

#### Program Plan

- Is the agency’s proposed plan clear and reasonable? Does it include specifics about Shelter Operations and Services and/or Roving Mental Health Services as described in this RFQ? Does the agency anticipate and thoughtfully address likely challenges and barriers to implementation, including how it intends to mitigate or resolve them? If so, to what extent does the agency demonstrate this?
- Is the agency’s proposed staffing structure detailed, clear, and reasonable? Does it demonstrate that the agency clearly understands Shelter Operations and Services and/or Roving Mental Health Services as described in this RFQ for the population(s) it is proposing to serve? Is the staffing coverage clear and reasonable? If so, to what extent does the agency demonstrate this?
- Is the agency’s plan to solicit and utilize served population feedback clear and well thought out? If so, to what extent does the agency demonstrate this?

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

### **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 Application Deadline.

#### **B. Inquiries Regarding RFQ**

Applicants shall submit all questions concerning this RFQ, scope of services or requirements in writing by email to: [monique.colon@sfgov.org](mailto:monique.colon@sfgov.org) before the RFQ Questions Deadline. All Applicant questions concerning the RFQ process shall be submitted no later than 72 hours prior to the Application 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 a 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 Application 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 Application Deadline, by issuing Addenda to the RFQ, which will be posted at <http://mission.sfgov.org/OCABidPublication>. The Applicant shall be responsible for ensuring that its Application reflects any and all Addenda issued by the Department prior to the Application Deadline regardless of when the Application is submitted. Therefore, the City recommends that the Applicant consult the website frequently, including shortly before the Application 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 City's Bid and Contracts website: <http://mission.sfgov.org/OCABidPublication>.

#### **E. Term of Application**

Submission of an Application signifies that the proposed services and any prices are valid for the term of the 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 Application 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 Applicant 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 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 S.F. 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; and
- 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 provider approaches any city officer or employee about a particular grant, or a city officer or employee initiates communication with a potential Awarded Provider about a grant. The negotiation period ends when a grant is awarded or not awarded to the provider. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a grant; and (2) a city officer or employee contacts a provider to propose that the provider apply for a grant. Inquiries for information about a particular grant, requests for documents relating to a Request for Application, 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 S.F. Administrative Code Section 67.24(e), Applicants' bids, responses to RFQs and all other records of communications between the City and persons or firms seeking agreements shall be open to inspection immediately after a grant 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 grant or other benefits until and unless that person or organization is awarded the grant 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 S.F. 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 grant 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 an RFQ;
4. Prior to submission deadline for Application, 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 Application;
5. Procure any materials, equipment or services specified in this RFQ by any other means; or
6. Determine that no services 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 county, federal and state funding for these services, Local Business Enterprise (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 agreements or 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 agreements or 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 another qualified 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 Application submitted in response to this RFQ are inadequate to satisfy its needs.

## **7. City Agreement Requirements**

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### **A. Compliance with Laws and Regulations**

Applicants must comply with all applicable State, Federal, 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.

### **B. 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 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 Applicant.

### **C. Release of Liability**

The Applicant hereby releases all individuals, entities and firms from all claims and losses that may arise from said individuals, entities or firms providing information, comments, or conclusions to inquiries that the City and County of San Francisco may make regarding the qualifications of any individual or firm seeking to be selected as a Awarded Provider or Subcontractor in connection with this RFQ. This release is freely given and will be applicable whether or not the Application by said individuals, entities or firms are accurate or not, or are made willfully or negligently.

### **D. Standard Agreement Provisions**

The qualified and selected Applicant may be required to enter into an 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.

#### **E. Nondiscrimination in Contracts and Benefits**

The 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 agreements, 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 on the CMD's website at <http://sfgov.org/cmd/>.

#### **F. Minimum Compensation Ordinance (MCO)**

The Awarded Provider may be required to agree to comply fully with and be bound by the provisions of the Minimum Compensation Ordinance (MCO), as set forth in S.F. Administrative Code Chapter 12P. Generally, this Ordinance requires Awarded Providers to provide employees covered by the Ordinance who do work funded under the grant agreement 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 Awarded Providers will be required to pay any such increases to covered employees during the term of the grant. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

#### **G. Health Care Accountability Ordinance (HCAO)**

The Awarded Provider may 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 S.F. Administrative Code Chapter 12Q. Applicants 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).

#### **H. First Source Hiring Program (FSHP)**

If the contract is for more than \$50,000, then the First Source Hiring Program (Admin. 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.

Contractors 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, (415) 701-4848.

#### **I. Conflicts of Interest**

The Awarded Provider 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 Awarded Provider 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 Awarded Provider 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 Awarded Provider that the City has selected the Applicant.

**J. 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. Awarded Providers that serve vulnerable populations, such as minor children must hold the following Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate 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.

**K. 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 included in this RFQ.

**L. Companies Headquartered in Certain States**

Awarded Providers awarded agreements through this RFQ are 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 contract 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 will be performed in a state on the Covered State List may not enter into contract with the City. A list of states on the Covered State List is available at the website of the City Administrator.

## **8. Protest Procedures**

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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 Non-Qualification**

Within five business days of the City's issuance of qualification under this RFQ, any Applicant that has submitted an Application, and believes that the City has incorrectly disqualified the Applicant, 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 after the City's issuance of qualification.

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 HSH 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<sup>5</sup>**

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

Before the City can award any award to a provider, the provider must meet the minimum requirements described below. There may be additional requirements placed upon a provider depending on the type of good or service to be purchased.

#### **B. Mandatory Forms**

At a minimum, in order to become eligible to do business with the City, a provider must submit the following documents to the Vendor Support Division via the City's supplier portal located at <https://sfcitypartner.sfgov.org/>:

1. [Vendor Application Packet](#) (includes **New Vendor Number Request Form** and **IRS Form W-9**)
2. [CCSF Vendor - Business Registration \(Electronic Submission - you must have a vendor number to complete\)](#)
3. [CMD 12B-101 Declaration](#) of Nondiscrimination in Contracts and Benefits

#### **C. Provider Eligibility and Invoice Payment**

Providers must have a City-issued Supplier number, have all compliance paperwork submitted and approved by the City, and have an executed agreement or purchase order before payments can be made. Once a Supplier number has been assigned, an email notification will be provided by the City's

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<sup>5</sup> In this RFQ section, the term "Vendor" is used interchangeably with "Supplier," and describes a provider seeking to enter into a grant agreement with the City. Since the City's transition to the PeopleSoft Financial System (F&P) in 2017, City providers are now assigned Supplier identification numbers (Supplier IDs), which replace previously-assigned Vendor numbers. Any references on application forms to "Vendor Number" shall mean a Supplier ID, assigned by the City. For more information, please visit <https://sfcitypartner.sfgov.org/>.

Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's supplier portal located at <https://sfcitypartner.sfgov.org/>.

#### D. Vendor Eligibility Forms

Form	Purpose/Info	Routing
<a href="#">CCSF Vendor - Business Registration (Electronic Submission - you must have a vendor number to complete)</a>	This declaration is required for city vendors to determine if you are required to obtain a Business Registration Certificate.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<a href="#">Declaration of Nondiscrimination in Contracts and Benefits with supporting documentation</a> (Form CMD-12B-101)	This Declaration is used by the City's Contract Monitoring Division to determine if a vendor offers benefits to employees. When a vendor offers benefits, it must be verified that all benefits, including insurance plans and leaves, are offered equally to employees with spouses and employees with domestic partners. For more information and assistance, please visit the City Administrator's <b>Contract Monitoring Division Equal Benefits</b> web page.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>
<a href="#">Vendor Profile Application</a>	Includes New Vendor Number Request Form and IRS Form W-9.	<a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>

#### E. Supplemental Forms

Form:	Required If:
Minimum Compensation Ordinance (MCO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and Subcontractors.
Health Care Accountability Ordinance (HCAO) Declaration (  pdf)	You have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department or departments and have more than 20 employees (more than 50 employees for nonprofit organizations), including employees of any parent, subsidiaries or Subcontractors.
Insurance Requirements ( <a href="#">pdf</a> )	The solicitation requires the Awarded Provider to demonstrate proof of insurance.
Payment (Labor and Material) Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Payment (Labor and Material) bond.
Performance Bond ( <a href="#">pdf</a> )	The solicitation requires the awarded vendor to post a Performance bond.
Local Business Enterprise	You desire to participate in the City's Local Business Enterprise

Program Application ([Contract Monitoring Division](#))

Program which helps certain financially disadvantaged businesses increase their ability to compete effectively for City contracts

For further guidance, refer to the City's supplier training videos that are located online at:  
<https://sfcitypartner.sfgov.org/>