SAN DIEGO HOUSING COMMISSION

We're About People

San Diego Housing Commission

Request for Qualifications (RFQ)



RFQ #: HHI-25-30

Description: Emergency Shelter Services and Operations

Release Date: June 27, 2024

San Diego Housing Commission
1122 Broadway, Suite 300
San Diego, CA 92101
www.sdhc.org

SUMMARY STATEMENT

The San Diego Housing Commission (hereinafter referred to as the "Commission") is accepting Statement of Qualifications (SOQ) from homeless service providers (hereinafter referred to as "Operators" or "Respondents") for the provision of Shelter Operations for Persons Experiencing Homelessness ("Program").

The Commission is seeking to increase the capacity of the existing shelter system within the City of San Diego ("City"), for all populations in need of shelter, including single adults, families with children, Transition-Age Youth, veterans, single women, elderly, those in need of respite care, those with substance use disorder, or other sub-populations, both in smaller and larger scale. The Commission seeks to gauge the capacity of experienced Operators interested in, and capable of, operating emergency shelter Program(s) at one or more locations within the City. The shelter beds may be sited at several locations and Program site(s) may be retained by the City or another entity via a formal Memorandum of Understanding. Respondents who have capacity to serve total number of beds, ranging from 20-100 are ***encouraged to respond***. Also, Respondents who have capacity and experience to serve 101-250 or more number of beds are encouraged ***to respond***. ***Respondents may also propose sites for consideration***. Operators would be expected to operate the Program, 7 days per week, 24 hours per day. In circumstances where an Operator proposes a site that cannot be accessed 24 hours per day, the Operator must speak to how services such as case management will be provided in non-operating hours.

Program operations and administration would be expected to comply with all applicable provisions of the funding source for the program. Funding source(s) for this RFQ have not yet been determined but would be incorporated into any agreement that may be negotiated as a result of this Request for Qualifications (RFQ).

This RFQ is the first step in the Commission's procurement process for the selection of qualified Operators for the Program described herein. Should funding be identified by the City for such purpose, and should the Commission determine that any of the SOQ's submitted meet the necessary qualifications to support a successful Program, the qualified Operator(s) will be notified of eligibility to enter into negotiations to enter into an agreement with the Commission for the operation of such a Program(s).

A summary of the required work is contained in the Statement of Work section of this RFQ. Interested and qualified Operators, including Section 3, Small, Disabled-Veteran, Disadvantaged, Minority and Women-Owned businesses are invited to submit qualifications.

Interested and qualified Respondents, including Section 3, Small, Disabled-Veteran, Disadvantaged, Minority and Women-Owned businesses are invited to submit qualifications. The RFQ with complete instructions is available for download at the Commission's eBidding platform, PlanetBids, at https://www.planetbids.com/portal/portal.cfm?CompanyID=39471.

RFQ ATTACHMENTS

The following items are attached as separate documents to this RFQ:

1. Required Submittal Documents
2. Sample Contract

RESPONDENT SUBMISSIONS

A response identified as "RFQ HHI-25-30 Emergency Shelter Services and Operations" which *includes filled-out Required Submittal Documents* must be received electronically via email to KevinL@sdhc.org. Only electronic submissions will be accepted. Late responses will not be accepted.

The Commission reserves the right to reject any or all responses, waive any informality in the specifications or solicitation process, or to cancel in whole or in part this RFQ if it is determined by the Commission that it is in the best interest of the Commission to do so.

CLARIFICATION DURING PROPOSAL PERIOD

All requests for clarification of specifications or questions related to this RFQ, if any, during the proposal period shall be directed to Kevin Lam at kevinl@sdhc.org. Clarifications will only be made in writing by the Contracting Officer.

STATEMENT OF WORK

The Commission is seeking to increase the capacity of the existing shelter system within the City of San Diego ("City"), for all populations in need of shelter, including single adults, families with children, Transition-Age Youth, veterans, single women, elderly, those in need of respite care, those with substance use disorder, or other sub-populations, both in smaller and larger scale. The Commission seeks to gauge the capacity of experienced homeless service providers ("Operator") interested in and capable of operating an emergency shelter program(s) ("Program") at one or more locations within the City. Locations may be congregate, semi-congregate or non-congregate. The Commission will consider Respondents who have capacity to serve a smaller total number of beds (for **example** 20-100) and Respondents who have the capacity to serve a larger total number of beds (for example 100-250+). ***Respondents may also propose sites for consideration***. Proposed sites may be congregate, semi-congregate or non-congregate.

Program Services

Operator must provide the following to demonstrate experience:

- Operator's Profile, identification of Principals & Partners, principal place of business and location of other offices;
- Service Delivery Model & Qualifications:
  - A minimum of three (3) years' demonstrated experience in the delivery of supportive services, and/or residential services *or* emergency shelter, which ***may include*** but is not limited to;
  - Diversion & Rapid Resolution
  - Case Management & System Navigation
  - Care Coordination
  - Crisis Management & Conflict Resolution
  - Daily Meal Service
  - Residential programming including emergency shelter
    - A minimum of three (3) years' experience in coordinating a variety of community services to best meet needs of persons experiencing homelessness and support stabilization and a pathway to housing;
    - A minimum of three (3) years demonstrated experience in utilizing best practices for service delivery to vulnerable populations including both an agency culture of and practical training for staff in, Critical Time Intervention, Cultural Competency, Harm Reduction and Trauma Informed Care or other best practices that would be utilized in service delivery;
    - Demonstrated ability to serve the needs of persons experiencing homelessness including unique sub-populations, examples of which include but may not be limited to; elderly persons, persons with physical disability, persons with behavioral health needs, persons with Substance Use Disorder, Veterans, LGBTQIA+ populations, and Transition Age Youth;
    - Demonstrated commitment to Housing First principles and willingness to participate in and support the City's focus on strengthening housing-focused shelter practices throughout its homeless crisis response system;
    - The anticipated case management ratio for the target population
    - Language Access Compliance; and
    - Demonstrated use of the Coordinated Entry System and the Community Queue

- Demonstrated ability to evaluate services on a regular basis to ensure low-barrier access and good client experience
- References: Please provide a minimum of three references that further support some or all of the qualification criteria.

- Capacity and Readiness:
  - Number of beds that the Operator can support and proposed subpopulation if applicable.
  - For the past 12-month period (ending 5/30/2024), average recruitment timeline from initial job posting to hire date for the following positions:
    - Residential Staff (or similar based on your organizational structure)
    - Case Manager (or similar based on your organizational structure)
    - Supervising Case Manager (or similar based on your organizational structure)
    - Licensed Clinical Social Worker (or similar based on your organizational structure.
  - Demonstrated readiness (through references for previous contracts/programs and/or other documentation) of ability to expeditiously negotiate and execute a contract, recruit, train and deploy staff, and implement a program that serves persons experiencing homelessness who may have high service needs and co-occurring health conditions.
  - Describe sample Program Operations Ramp-Up Timeline describing key milestones from award to shelter opening.
  - Proposed leveraged funding, grant and in-kind donations the respondent will utilize to enhance and support program services and operations
  - Proposed /Programs/Sites, as applicable.

Definitions:

- Care Coordination: Care coordination involves deliberately organizing a resident's support/care activities and sharing information among all of the partners involved with supporting a residents housing and quality of life needs to achieve long-term housing stabilization.
- Case Management: Case Management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation and advocacy to meet an individual's or households supportive housing needs, including developing and supporting a residents housing plan throughout their tenancy, through communication and available resources to promote quality of life, and long term stabilization.
- Critical Time Intervention: Critical Time Intervention (CTI) is a time-limited evidence-based practice that seeks to prevent recurrent homelessness in people with mental health needs leaving shelters, hospitals, or other institutions during periods of transition. It facilitates community integration and continuity of care by promoting a person has ties to their community and support systems during these critical periods.
- Cultural Competency: Cultural competence is the ability of an individual to understand and respect values, attitudes, beliefs, and mores that differ across cultures, and to consider and respond appropriately to these differences in planning, implementing, and delivering supportive services and other programs, including supportive housing.
- Harm Reduction: Harm reduction models use a variety of strategies to reduce the harmful consequences associated with substance misuse. Harm reduction strategies seek to reduce morbidity and mortality associated with substance misuse for those for whom abstinence is not an immediate and/or feasible goal.

- Housing First: Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing *without preconditions and barriers to entry, such as sobriety, treatment, income or service participation requirements.*
- Trauma Informed Care: Trauma Informed Care is an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma Informed Care also emphasizes physical, psychological and emotional safety for both consumer and providers, and helps consumers rebuild a sense of control and empowerment.

HOUSING FIRST PRINCIPLES

In alignment with HUD, all homeless programming will adhere to Housing First principles as noted below:

1. Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment, income or service participation requirements.

2. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

3. In alignment with Housing First principles, examples of criteria that may not be used to determine Program eligibility and continued stay include, but are not limited to, the following:

a) Sobriety and/or commitment to be drug-free;
b) Requirements to take medication if the participant has a mental illness;
c) Participation in religious services or activities;
d) Participation in drug treatment services (including NA/AA);
e) Payment or ability to pay; and
f) Identification

Additional information can be found at: United States Interagency Council on Homelessness: https://www.usich.gov/tools-for-action/housing-first-checklist

EVALUATION CRITERIA

Each Respondent's submittal will be evaluated on the extent to which it responds to the RFQ submittal requirements and is determined by the Evaluation Selection Committee to be in the best interest of the Commission. The evaluation criteria include, but are not limited to, the evaluation criteria set forth in the following table titled "Evaluation Criteria":

	EVALUATION CRITERIA	POINT VALUES
Respondent's Profile	• Clear and concise description of Respondent's institution, including number of employees, identification of Principals & Partners, principal place of business and location of other offices.	**5 Points**

Service Delivery Model & Qualifications	• A minimum of three (3) years' demonstrated experience in the delivery of supportive services, residential services, including but not limited to;
	  ○ Diversion & Rapid Resolution
	  ○ Case Management & System Navigation
	  ○ Care Coordination
	  ○ Crisis Management & Conflict Resolution
	  ○ Daily Meal Service
	  ○ Residential Services including emergency shelter.
	• A minimum of three (3) years' experience in coordinating a variety of community services to best meet needs of persons experiencing homelessness and support stabilization and a pathway to housing;
	• A minimum of three (3) years demonstrated experience in best practices for service delivery to vulnerable populations including both an agency culture of and practical training for staff in, Critical Time Intervention, Cultural Competency, Harm Reduction and Trauma Informed Care;
	• Demonstrated ability to serve the needs persons experiencing homelessness including unique sub-populations, examples of which include but may not be limited to; elderly persons, persons with physical disability, persons with behavioral health needs, persons with Substance Use Disorder, veterans, LGBTQIA+ populations and Transition Age Youth;
	• Demonstrated commitment to Housing First principles and willingness to participate in and support the Cities focus on strengthening housing focused shelter practices throughout its homeless crisis response system;
	• The anticipated case management ratio for the target population
	• Language Access Compliance
	• Demonstrated use of the Coordinated Entry System and the Community Queue
	• Demonstrated ability to evaluate services on a regular basis to ensure low-barrier access and good client experience
	• References: Please provide a minimum of three references that further support some or all of the qualification criteria.
		40 Points

Capacity and Readiness	• Proposed site or program that can be supported including the number of beds and proposed subpopulation if applicable.
	• For the past 12-month period (ending 5/30/24), average recruitment timeline from initial job posting to hire date for the following positions:
	  ▪ Residential Staff (or similar based on your organizational structure)
	  ▪ Case Manager (or similar based on your organizational structure)
	  ▪ Supervising Case Manager (or similar based on your organizational structure)
	  ▪ Licensed Clinical Social Worker (or similar based on your organizational structure);
	• Demonstrated readiness (through references for previous contracts/programs and/or other documentation) of ability to expeditiously negotiate and execute a contract, recruit, train and deploy staff, and expeditiously implement a program that serves persons experiencing homelessness who may have high service needs and co-occurring health conditions.
	• Description of sample Program Operations Ramp-Up Timeline describing key milestones from award to shelter opening.
	• Proposed leveraged funding, grant and in-kind donations the respondent will utilize to enhance and support program services and operations
		40 Points

Equity & Inclusion	• Respondent must demonstrate their knowledge, experience and commitment to diversity, equity and inclusion. Provide a narrative on how the organization demonstrates their commitment to diversity, equity and inclusion within the organization and how they are incorporated into the services provided. Description must include specific examples of activities and initiatives.	**15 Points**
TOTAL		**100**

References

All references to Housing Authority/Agency (HA), Public Housing Agency (PHA), and Indian Housing Agency (IHA) below shall be read to mean the San Diego Housing Commission (SDHC).

Instructions to Offerors
Non-Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) It this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by
(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4)facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective off offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy . (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term 'working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for 'best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's.-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

Previous edition is obsolete | Page 1 of 2 | form HUD-5369-B (8/93) ref. Handbook 7460.8

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Off ice to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Off ice to Addressee" label and the postmark an both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. **Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and
(4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counter offer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. **Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. **Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be property identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued, which this document is Attachment F thereto.

"Commission"

The terms "Commission" and "SDHC" as used in these documents mean the San Diego Housing Commission.

The terms "Offeror", "Respondent" and "Proposer" as used in these documents are to be read as synonymous terms.

Addenda

Interpretation of Contract Documents: No interpretation or change of the specifications will be made orally to any proposer. All interpretations requested by that date will be issued in the form of a written addendum to all prospective proposers. All such addenda shall become part of the proposal documents and shall be incorporated in all submissions. No questions will be answered on the day of the due date.

Completion of Forms

Each Respondent's submission must give the full business address of the proposer and be signed with the offeror's usual signature. Respondent's submission by a partnership must furnish full names of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the designation of the person signing. Respondent's submission by a corporation, with corporate seal affixed, must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature and designation of the President, Secretary or other person authorized to bind it in the matter. The names of all persons signing shall be typed below the signatures. When requested, proposers shall furnish satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership.

Rejection of Submissions

Any Respondent's submission may, at the Commission's discretion, be rejected if it is adjudged incomplete, illegible, or conditional. However, alternate submissions or explanations may be made on separate sheets. Such alternates or explanations will not be considered in determining the proposal but may be used in negotiations after determination of the Respondent. All corrections shall be initiated by the Respondent.

Responsible Respondent

"Responsible Respondent" is defined as one who has met all requirements of the Instructions to Offerors including financial resources to perform the contract or the ability to obtain them; has a satisfactory record of integrity and business ethics; be able to comply with the proposed delivery or performance schedule; has a satisfactory performance record; and be qualified and eligible to receive an award under applicable laws and regulations.

Statement of Work

The Statement of Work for this solicitation are detailed in RFQ section "Statement of Work". However, the Commission, at its sole election, reserves the right to expand the Statement of Work to be provided by the successful Respondent(s) in the event that the Commission elects to purchase a project or projects, after the due diligence process has been completed.

Weighted Rating System

The Commission reserves the right to establish evaluation criteria and to utilize a weighted rating and ranking system for evaluating the overall sufficiency of each Respondent's submission in meeting specifications. In submitting a response to this RFQ, Respondent acknowledges that in a weighted rating and ranking system lowest price may not be the deciding factor. The Respondent with the highest evaluated ranking by the Evaluation Selection Committee, based on the evaluation criteria set forth herein, will be the company/companies selected for contract award recommendation.

Nominating and Selection Process:

1. A 3-5 person Evaluation Selection Committee ("Committee") will be established prior to the closing date of this RFQ and will include representatives from the Commission.

2. After the Commission receives the SOQs, the Committee will review the qualifications based on the established evaluation criteria set forth in this RFQ.

3. The Committee will recommend, to Commission executive leadership and Commission Board of Commissioners and/or Housing Authority of San Diego (as necessary), the most highly qualified Respondents. Upon approval, only those Respondents will be allowed to participate in the negotiation process should the Commission determine the need for such services and determine it appropriate to move forward as described in the RFQ.

Statement of Economic Interest Disclosure Form

Contractor shall assure that each principal of the Contractor that is supervising the Contractor's work under this Agreement shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700) with the City Clerk's Office of the City of San Diego at the following times:

(a) Within thirty (30) days of execution of the Agreement;

(b) Annually on or before April 1 of each year;

(c) Within thirty (30) days after completion of the Agreement or departure, reassignment, or termination of principal.

Filing may be submitted electronically, through the City Clerk's Office electronic filing system eFile San Diego. Contractor shall email a copy of the filed Form 700, for each filer, to Cassie Li cassiel@sdhc.org within five (5) business days of filing in accordance with the requirements of General Provision 31 (a), (b) or (c) as applicable.

Disputes and Protests

Protest of Award: Any protest arising out of the award of a contract from this RFQ, must be received no later than five business days after notification to an unsuccessful respondent that they were not selected.

Protest of SDHC's Rejection of Response: Any protest of a decision by the Commission to reject a response to formal solicitations (i.e., bid, proposal, or qualifications) in response to a solicitation must be received no later than two business days after being notified in writing of the Commission's decision.

Late Protest: Protests that are not timely received in accordance with the applicable filing deadline set forth in this Section will not be considered.

Forms and Manner of Filing Protests

Form: All protests shall be in writing, be clearly identified as a "procurement protest" and be signed by the protesting party. Protests shall identify the solicitation at issue, contain a

detailed statement of the basis for the protest and include any supporting evidence. Protests lacking signatures or detailed statements of the basis of the protest shall not be considered.

Manner of Filing: All protests shall be filed with the Commission's Procurement Department electronically to the attention of George Williams, Director of Procurement Operation Georgew@sdhc.org

Award of Contract

1. Identification of the successful proposer(s) will not be determined at proposal opening. The Commission reserves the right to obtain opinion of Counsel regarding the legality and sufficiency of proposals before award selection determination is made by the Commission. Contracts will be awarded, if at all, to the highest-scored, responsible proposer(s) within one hundred twenty (120) days of final date of receiving proposals. Contract(s) will be entered into effective within ten (10) days after written notice of award has been given to the successful proposer(s). Certificates of insurance, if required, must be received prior to contracts being made available for signature.

2. The Commission reserves the right to award multiple contracts to multiple firms if the Commission determines that it is in its best interest to do so.

3. It is the intent of the Commission to enter into contract and cost negotiations with the most qualified and highest ranked firm(s) as evaluated, scored and ranked by the Evaluation Selection Committee. If a mutually acceptable contract cannot be negotiated between the Commission and the highest ranked firm, the next highest ranked firm(s) will be invited by the Commission to enter into negotiations. This process will continue until a mutually acceptable agreement(s) is consummated or the Commission cancels the solicitation.

4. The Commission will be under no obligation to utilize any or all of Contractor's services contemplated under the contract, nor is the Commission required to expend the entire contract amount set forth in the contract.

5. Any contract(s) awarded by the Commission pursuant to this RFQ that exceeds $250,000.00 must be approved by the Board of Commissioners of the San Diego Housing Commission. Additionally, any contract awarded with an amount that exceeds the sum of $250,000.00 may also be approved by the Housing Authority of the City of San Diego.

Time for Performance

All time limits stated in the contract documents are of the essence of the contract.

Term of Contract

The term of the contract will be two years plus three one-year options. The specific contract term, scope of work and costs/pricing are subject to negotiations between the Commission and the successful Contractor. These terms are subject to change until a contract has been executed.

Contract Language

Proposer is expected to read and understand all terms and conditions of the contract included in this invitation, and by the act of submitting a proposal, agrees to its terms and conditions.

Conflict of Interest or Pending Litigation

Proposer shall, in their submitted "Letter of Introduction", describe any arrangements, formal or informal, that the respondent has with any other party that might interfere with the respondent's ability to provide independent and unbiased advice and assistance under this RFQ. Describe any litigation, administrative proceedings, or investigations in which the respondent is involved or to which it is subject that might have an adverse effect on its ability to fulfill its engagement under this RFQ or that may affect the Housing Commission's perception of its suitability.

Exceptions to RFQ and/or Sample Contract

If the Proposer takes any exception(s) to any portion of the RFQ or the Commission's Sample Contract, the specific portion to which exception(s) is/are taken must be specifically identified and explained. Any such exceptions must be submitted by the Proposer in their proposal as separate attachment entitled "Exceptions to RFQ/Sample Contract". Failure to specifically identify and submit in writing any exceptions to the RFQ and/or Sample Contract within the proposal will be deemed a waiver of any objection. Any exceptions made to the RFQ and/or Sampe Contract terms, conditions, provisions, etc. will be considered during the proposal evaluation process.

Special Conditions:

General

1. The Commission reserves the right to cancel, in part or in its entirety, this RFQ including but not limited to selection schedule, submittal date, and submittal requirements. If the Commission cancels or revises the RFQ, all potential Respondents will be notified in writing by the Commission.

2. The Commission reserves the right to interview and request additional information and clarifications from any Respondents to this RFQ.

3. This RFQ does not commit the Commission to award a contract, or to procure or contract for work.

4. The Commission will not reimburse the Respondents(s) for costs incurred in the preparation, submittal and participation in the RFQ process.

Allocation of Risk

1. The selected Respondent(s) shall indemnify and hold harmless the Commission for claims, suits, losses or damages arising out of the negligent acts, errors, or omissions of the Respondent, or subcontractors attributable to the services provided.

Equity & Inclusion

1. The Operator shall include a description of how they will address racial equity and inequities for the target population(s), including any local disproportionate impact of COVID-19 and homelessness by race and other protected classes. The description should include supporting evidence of the strategies' effectiveness if available.

Nondiscrimination

1. The Respondent warrants and certifies that it will not during the term of an Agreement, if exercised, discriminate against any employee, person, or applicant for employment because of race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of this nondiscrimination clause.

2. As part of its SOQ, the Respondent shall provide to the Commission a list of all instances within the last five (5) years where a complaint was filed or pending against the Respondent in a legal or administrative proceeding alleging that the Respondent discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints filed or pending against the Respondent, a written statement from the Respondent to confirm shall be included in the SOQ and Response.

Public Disclosures

1. Upon receipt by the Commission, SOQs shall become public records subject to public disclosure. It is the responsibility of the Respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the SOQ. General references to sections of the California Public Records Act (PRA) will not suffice. If the Respondent does not provide/supply applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the Commission shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Respondent will hold the Commission harmless for release of this information.

2. Selection announcements, contract awards, and all data provided by the Commission shall be protected from public disclosure. Respondent(s) desiring to release information to the public shall receive prior written approval from the Commission.