



# City and County of San Francisco

**Department of Homelessness and Supportive Housing (HSH) Notice of Funding Availability (NOFA) for NOFA #HSH2025-149 (NOFA #149) Capacity Building**  
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## Summary

The City and County of San Francisco Department of Homelessness and Supportive Housing’s Office of Equity and Inclusion has up to \$1,200,000 in available funds for qualified Applicants that have demonstrated a commitment to uplifting and serving disparately impacted communities in the Homelessness Response System (HRS). Qualified providers may submit proposals to request Capacity Building funding for access to resources and to facilitate organizations’ progress towards achieving goals centered around providing effective homeless resources.

## Schedule<sup>1</sup>

NOFA Issued	August 7, 2024
Deadline for Written Questions	August 14, 2024
Answers and Clarifications Published	August 21, 2024
<b>Deadline to Submit Proposals</b>	<b>September 9, 2024 by 2:00 pm</b>
Intent to Award Notification	October 2024
Agreement Commence	Fall/Winter 2024
Contact Email	HSHProcurements@sfgov.org

## Limitation on Communications

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or award), Applicants and their subcontractors, vendors, representatives and/or other parties under Applicant’s control, shall communicate solely with the Procurement Lead whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contact whose name appears in this Solicitation, including any City official, representative or employee, is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of the City, result in the disqualification of the Applicant or potential Applicant from the competitive process. This protocol does not apply to communications with the City regarding business that is unrelated to this Solicitation.

## Appendices

- Appendix 1: Capacity Building Written Proposal
- Appendix 2: Capacity Building Minimum Proposal Requirements

## Attachments

- Attachment 1: City’s Proposed Grant Terms (G-100)
- Attachment 2: Applicant Questionnaire
- Attachment 3: HCAO and MCO Declaration Forms
- Attachment 4: First Source Hiring Form
- Attachment 5: CMD Form

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

## Contents

<b>I.</b>	<b>INTRODUCTION.....</b>	<b>4</b>
A.	<i>Intent.....</i>	4
B.	<i>Anticipated Agreement Terms.....</i>	4
C.	<i>Anticipated Agreement Not-to-Exceed Amount.....</i>	4
E.	<i>Cooperative Agreement.....</i>	5
G.	<i>Delivering Services with Equity.....</i>	6
<b>II.</b>	<b>BACKGROUND.....</b>	<b>6</b>
<b>III.</b>	<b>MINIMUM QUALIFICATIONS .....</b>	<b>8</b>
<b>IV.</b>	<b>SCOPE OF PROJECT.....</b>	<b>8</b>
<b>V.</b>	<b>PRE-APPLICATION INFORMATION .....</b>	<b>9</b>
A.	<i>Procurement Questions Deadline.....</i>	9
<b>VI.</b>	<b>PROCUREMENT ANSWERS AND CLARIFICATIONS.....</b>	<b>9</b>
<b>VII.</b>	<b>PROPOSAL QUESTIONS AND SUBMISSION REQUIREMENTS .....</b>	<b>10</b>
B.	<i>Time and Place for Submission of Proposals.....</i>	10
<b>VIII.</b>	<b>PROPOSAL CONTENTS AND EVALUATION CRITERIA.....</b>	<b>11</b>
<b>IX.</b>	<b>VENDOR SELECTION.....</b>	<b>14</b>
A.	<i>Additional Information .....</i>	14
B.	<i>Minimum Qualifications.....</i>	14
<b>IX.</b>	<b>TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS .....</b>	<b>14</b>
A.	<i>NOFA Addenda.....</i>	14
C.	<i>Errors and Omissions in NOFA.....</i>	15
D.	<i>Objections to NOFA Terms .....</i>	15
E.	<i>Change Notices.....</i>	15
F.	<i>Term of Application.....</i>	15
G.	<i>Revision of Application .....</i>	15
H.	<i>Errors and Omissions in Application.....</i>	15
I.	<i>Financial Responsibility .....</i>	16
J.	<i>Reserved (Cybersecurity Risk Assessment).....</i>	16
K.	<i>Applicant’s Obligations under the Campaign Reform Ordinance .....</i>	16
L.	<i>Sunshine Ordinance .....</i>	17
M.	<i>Public Access to Meetings and Records.....</i>	17
N.	<i>Reservations of Rights by the City.....</i>	17

O.	No Waiver.....	18
P.	Reserved. (Local Business Enterprise (LBE) Goals and Outreach).....	18
Q.	Compliance with Previous Grant and Contract Requirements.....	18
R.	Other Terms and Conditions.....	18
<b>X.</b>	<b>CITY AGREEMENT REQUIREMENTS.....</b>	<b>18</b>
A.	Contract Terms and Negotiations.....	18
B.	Standard Agreement Provisions.....	18
C.	Nondiscrimination in Contracts and Benefits.....	18
D.	Reserved (Companies Headquartered in Certain States).....	19
E.	Minimum Compensation Ordinance (MCO).....	19
F.	Health Care Accountability Ordinance (HCAO).....	19
G.	First Source Hiring Program (FSHP).....	19
H.	Conflicts of Interest.....	19
I.	Insurance Requirements.....	19
J.	Compliance with Municipal Codes.....	20
K.	Compliance with Laws and Regulations.....	20
L.	City's Approval Rights over Subcontractors and Subcontractor Payments.....	20
M.	Reserved (FEMA Emergency & Exigency Grant/Contract Requirements).....	20
N.	Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts.....	20
<b>XI.</b>	<b>PROTEST PROCEDURES.....</b>	<b>21</b>
A.	Protest Procedures.....	21
<b>XII.</b>	<b>CITY SOCIAL POLICY REQUIREMENTS.....</b>	<b>21</b>
A.	Applicants Unable to do Business with the City.....	22
<b>XIII.</b>	<b>LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS.....</b>	<b>23</b>

## I. INTRODUCTION

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### A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing's (HSH) Office of Equity and Inclusion invites proposals from qualified Applicants to apply for Capacity Building funding to support access to resources and facilitate organizations' progress towards achieving goals centered around providing effective homeless resources.

The HSH Capacity Building Notice of Funding Availability (NOFA) is intended to help underserved and/or underfunded Community-Based Organizations that have demonstrated a commitment to uplifting and serving disparately impacted communities in the Homelessness Response System (HRS).

Disparately Impacted is measured by comparing the extent to which a community is represented in the HRS data against their representation as a subpopulation of the City and County of San Francisco.

Through this funding opportunity, HSH intends to reach organizations that:

1. Provide, or aim to provide, homeless services in San Francisco;
2. Intentionally prioritize communities that are disparately impacted in the HRS; and/or
3. Intend to achieve new levels of service effectiveness and demonstrate how funding will strengthen their organizational capacity to achieve those new levels of service effectiveness.

HSH intends to award one grant to each Proposer who meets the Minimum Qualifications of this Solicitation and obtains a highest-ranking score. HSH plans to convene a panel of City staff with expertise in the area for which funding is being applied for, including representatives of HSH, to review and score proposals.

Awarded applicants are expected to provide all services described under their submitted proposal, either directly or through a subcontractor, as listed in this NOFA, and in compliance with the funding requirements.

HSH may re-release this NOFA in the future, if funding is not fully disbursed through this current procurement process.

### B. Anticipated Agreement Terms

The grant agreements awarded pursuant to this Solicitation will have a term of one-year.

### C. Anticipated Agreement Not-to-Exceed Amount

The not-to-exceed (NTE) amount for agreement awards pursuant to this Solicitation cannot be anticipated at the time of this Solicitation but shall be based on the selected Proposals and availability of funding. These amounts are based on the City's estimated expenditure over the advertised agreement terms. Should the City's actual expenditures exceed its estimated expenditures, the City may at its sole discretion change the agreement NTEs amount accordingly.

HSH anticipates awarding funding between \$25,000 to \$100,000 per agreement. The agreements awarded pursuant to this Solicitation shall have a maximum annual amount of \$100,000.

Payment for all services provided in accordance with the provisions under this NOFA shall be contingent upon the availability of funds. City shall not be required to provide any definite units of services, nor does City guarantee any minimum amount of funding for the services described in this NOFA.

**D. Funding Distribution Process**

Funds issued under this NOFA will be available beginning Fall or Winter 2024 and are contingent on selected applicants meeting all submission requirements.

If the \$1,200,000 is not fully disbursed through this NOFA, HSH reserves the right to re-release the NOFA until funding is fully disbursed.

**E. Cooperative Agreement**

Any other City Department, public entity or nonprofit made up of multiple public entities, may use the results of this Solicitation to obtain some or all the commodities or services to be provided by Applicant under the same terms and conditions of any contract awarded pursuant to this Solicitation.

**F. Terms and Acronyms used in this NOFA**

<b>Term</b>	<b>Definition</b>
Agreement	Refers to the City’s standard terms and conditions, scope of work, and budget for City-funded grants (G-100) for services directly benefiting the public, or contracts for professional services, products (P-600 or P-500), and/or Master Lease agreements benefitting the City or its Departments.
Applicant/Applicant	Any entity submitting an application in response to this NOFA.
Application/Proposal	A response to this procurement detailing how an Applicant will meet the requirements of this NOFA.
BIPOC	Black, Indigenous, People of Color
City	City refers to the City and County of San Francisco.
Contract Authority or Contract Not-to-Exceed Amount (NTE)	The maximum amount of dollars that is legally allowed to be spent on a single agreement over the entire course of its term. The NTE Amount is equal to the approved total budget of a program for all years (Grand Total of all Budgets), plus a contingency amount of 7%.
DEI	Diversity, Equity, and Inclusion
DEIB	Diversity, Equity, Inclusion, and Belonging
Disparately Impacted	Disparately impacted is defined by the percentage representation and raw population count of a particular community in the Homelessness Response System City and County far exceeding that of their population in the City and County of San Francisco
Fiscal Year	Refers to the City’s fiscal year, which begins on July 1 and ends on June 30 of the following year.
Grantee	Selected Applicant who is awarded a grant agreement.
Grants	A written agreement between HSH and an external provider. Grants use different agreement boilerplate documents (G100) than that of a contract, and are also subject to different rules, regulations, and approval processes.
Homelessness Response System (HRS)	All the programs and services that HSH and partners offer.
HSH	The Department of Homelessness and Supportive Housing is the City and County of San Francisco agency responsible for the Homelessness Response System.
LGBTQIA+	Refers to anyone who is one or more of the following: gay, lesbian or bisexual; identifies as transgender or non-binary; identities their sexual

Term	Definition
	orientation or gender as questioning/ unsure or as not listed in options provided.
NOFA	Notice of Funding Availability
Racial Equity Action Plan (REAP)	HSH’s plan to reach racial equity goals within the department.

**G. Delivering Services with Equity**

HSH seeks to become an institution that represents the diversity of the communities we serve and fosters a more diverse, equitable, and inclusive (DEI) culture that recognizes and creates belonging for everyone in our Homelessness Response Systems across all work functions, levels, and services.

DEI is the foundation upon which HSH engages and assists those we serve, builds relations with those who provide services on HSH’s behalf, and infuses the values and beliefs that enable colleagues and vendors to develop their potential and bring their full selves to the work to end homelessness in the City and County of San Francisco.

HSH envisions outcomes where racial, gender, and sexual identity disparity gaps in homelessness are closed, and the HRS is structured to benefit, and not further marginalize and harm, the Black, Indigenous, and people of color (BIPOC), lesbian, gay, bisexual, queer or questioning, intersex, and asexual (LGBTQIA+), and Differently-abled communities. HSH’s mission will inform the policies, procedures, and program development that end cycles of homelessness for unsheltered and at-risk communities through equitable access to housing opportunities.

COVID-19 heightened the historic and continuing impact of anti-Blackness and white supremacy, and of homophobia and anti-trans bias, have led to vastly disproportionate levels of homelessness for communities of color, LGBTQ+, gender non-conforming, and transgender persons in San Francisco. Thus, HSH considers equity in everything HSH does and is working to bring an equity lens to the forefront of all its planning and actions.

HSH providers extend the department’s reach into the community. It is HSH’s vision that all services funded by HSH further the department’s mission and reflect its values, including the commitment to more equitable outcomes for BIPOC, LGBTQ+, differently-abled individuals, and all others experiencing disparities within the HRS who are experiencing homelessness in San Francisco. This capacity building grant opportunity represents one of many efforts by HSH to reach that vision. HSH is seeking in this solicitation to partner with providers who demonstrate a deep understanding of and focus on racial equity to achieve different outcomes in the communities HSH serves and pay close attention to those who are often excluded. All Proposers for HSH funding will be evaluated in part based on the Proposer’s ability to articulate and demonstrate how it will operationalize a commitment to racial equity. Awarded proposer(s) shall demonstrate the ability to conduct equity-focused data analyses and use feedback from the served population to enhance services.

**II. BACKGROUND**

Capacity building is the investment needed to bring a nonprofit to the next level of operational, programmatic, financial, or organizational maturity, so that it may more effectively and efficiently advance its mission into the future. HSH recognizes the gap in funding and resources that exists for many nonprofits, including its own Grantees. Historically, there has been a gap in the number of nonprofits that can perform the important services needed by HSH and the City. Through this NOFA, HSH intends to invest in smaller, underserved and/or

underfunded nonprofit organizations to increase the quality of services and expand the portfolio of nonprofits who can perform the services that the City needs.

The HSH Capacity Building Fund is grounded in HSH’s Racial Equity Action Plan (R.E.A.P)<sup>2</sup> and advances San Francisco’s Consolidated Plan by furthering the following goals:

- Communities at risk of displacement are stabilized in housing.
- Provide services to maintain housing stability. Communities have healthy physical, social, and business infrastructure.
- Build the organizational capacity of HSH grantees/providers through outreach, relationship building and recruitment, organizational assessments, training and coaching, cohort-based and project-based work, subject matter experts, and other technical assistance methodologies.
- The City and County’s commitment to redressing racial disparities in all social areas.
- Ensure racially equitable access to programs and services, in coordination with other city departments.
- Instill racial equity and trauma-informed values and practices in HSH’s including the work of the HRS.

HSH’s proposed Capacity Building plan has been informed by research and system level metrics. HSH’s Equity Office, Planning and Strategy, and Data & Performance team has teamed up with consultants that specialize in strategic planning to identify metrics to understand disparities and inequities across the homelessness response system and analyze data to identify disparities.

	Representation in General Population of San Francisco	Representation Among People Experiencing Poverty in San Francisco	Representation Among People Experiencing Homelessness in San Francisco
Black or African American	6%	13%	38%
American Indian, Alaskan Native, or Indigenous	1%	1%	4%
Native Hawaiian or other Pacific Islander	1%	<1%	3%
Asian or Asian American	37%	33%	6%
White	51%	33%	43%
Multiracial	8%	8%	6%
Latine	16%	20%	30%
LGBTQIA+	12%	N/A	28%
Transgender / Gender Non-Conforming	<1%	N/A	4%

According to the table above, Black, Latine or Hispanic, Native American, Native Hawaiian or Pacific Islander, and LGBTQIA+ people are disparately impacted. Disparately impacted is measured as the extent to which a community is represented in the HRS data outweighing their representation as a subpopulation of the City and County of San Francisco.

There were several other takeaways that came from analyzing the data obtained:

- BIPOC people disproportionately experience homelessness in San Francisco. Disparities exist at virtually every point of the system for BIPOC households.
- Black households are less likely to be referred to Permanent Supportive Housing (PSH), less likely to receive prevention services, and are more likely to return to homelessness.

<sup>2</sup> [https://hsh.sfgov.org/wp-content/uploads/2021/01/HSH-Racial-Equity-Plan\\_v1-01.29.21.pdf](https://hsh.sfgov.org/wp-content/uploads/2021/01/HSH-Racial-Equity-Plan_v1-01.29.21.pdf)

- Across the system, there are disparities among Black households ages 35-44, Black and Latine households with disabling conditions, and Latine and Native Hawaiian or Pacific Islander adults.

As HSH identifies and reviews the disparities demonstrated through data, HSH seeks to increase capacity building among organizations whose programs, strategies, services, and/or resources are allocated to and intentionally prioritize communities that are “disparately impacted” in the HRS. Qualifying organizations should not turn away anyone based on their race and ethnicity, gender identity, sexual orientation, and/or physical ability, but rather demonstrate how they have expertise reaching disparately impacted communities, such as BIPOC, LGBTQIA+, and/or differently-abled communities.

### III. MINIMUM QUALIFICATIONS

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Applicants must submit with their proposal documents proof that at least one of the Minimum Qualification listed below have been met. Minimum Qualification determination will be solely based on the information submitted by the Applicant in their application. Each Application will be reviewed for initial determination on whether Applicant meets the Solicitation’s Minimum Qualifications. This screening is a pass or fail determination and an Application that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process. The City reserves the right to request clarifications from Applicants prior to rejecting an Application for failure to meet 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.

Applicant must show a commitment to working with communities that are disparately impacted or underserved in the homelessness response system by demonstrating at least **one** of the following:

- A. Submission of organization’s Mission Statement, Strategic Plan, or DEI statement that shows a commitment to prioritizing or uplifting underserved or disparately impacted communities;
- B. Disparately impacted or underserved communities comprise more than 50% of the population served by Applicant’s organization; or
- C. Applicant’s proposed service site/s is currently located within a historically underserved San Francisco Neighborhood, including Bayview Hunters Point, the Fillmore, Oceanview, Merced Heights, Ingleside (OMI), Potrero Hill, Visitacion Valley, or Western Addition, and/or Applicant’s services primarily serve residents from those neighborhoods.

### IV. SCOPE OF PROJECT

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The areas below are several key indicators of nonprofit organizational health based on industry best practices. The intent of this solicitation is to fund one-year capacity building projects that support an organization’s growth in one or more of these areas:

- A. **Financial Management/Grants Management:** Strong financial and grant management ensures that organizations are better able to fulfill their mission and deliver high-quality services. Support that may lead to growth in these areas are determining and incorporating the best funding model for organizations, understanding various auditing practices and how to develop internal auditing processes, understanding organization’s financial position, and determining financial capacity.
- B. **Board of Directors and Governance Development:** Strong governance is essential to the success of nonprofit organizations. Support that may lead to growth in these areas are strategically composing the nonprofit’s board of directors to include people with insight into relevant industries, creating written board charters with role descriptions, establishing the Board’s relationship with the Executive Director/Chief Executive Officer and staff.
- C. **Talent/Leadership Development:** Staff and leadership development builds leadership skills, reduces burnout, strengthens and advances the nonprofit’s mission, and builds stronger, more equitable



organizations and communities. Support that may lead to growth in these areas are executive coaching support, staff recruitment, access to or creation of ongoing training materials, establishing standardized onboarding procedures.

- D. **Diversity, Equity, & Inclusion Engagement Plan:** DEI plans are important and beneficial for all organizations. DEI plans reduce disparities and create a culture of inclusion in the workplace. Support that may lead to growth in these areas are implementing equity-driven program development, training for executive and management teams for coordinated adoption of a DEI strategic plan, auditing practices and systems to identify gaps which may exist within the existing structures of an organization.
- E. **Program Design and Service Delivery:** Program designs are important for a nonprofit because they focus on clear understanding of the strategic goals and objectives for the nonprofit. Support that may lead to growth in these areas are delivery and documentation including policy and procedure manuals, training staff in a comprehensive and uniform manner, creating and/or assessing the effectiveness of program models.
- F. **Operational Infrastructure:** Operational infrastructure provides a foundation for a company to function. Support that may lead to growth in this area is acquiring and creating technology needed to scale up an organization, establishing centralized cloud services, creation of written job descriptions and performance management tools, formulation of a codified strategic plan that is often referred to and updated regularly, creating strategies for external communications including website development, social media presence, or other tools to meet basic communication needs.
- G. **Data Performance and Management:** Data performance and management helps to support planning and decision-making in nonprofits. Support that may lead to growth in this area is assistance understanding data and how to use it, upgrading or refining data system/s, generating reports of relevant data for funders and continuous quality improvement.

Upon award, the Applicant shall perform the projects identified in their submitted proposal. HSH shall provide the awarded Applicant with a list of service requirements, reporting requirements, service objectives, and reporting requirements to follow and achieve throughout the one-year grant.

## V. **PRE-APPLICATION INFORMATION**

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### A. **Procurement Questions Deadline**

Applicants may submit questions via email to: [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org) until the Questions Deadline of August 14, 2024.

Applicant specific questions about compliance with the City's vendor requirements in Section IX. City Social Policy Requirements are not subject to the above deadline and may still be answered by the contact designated in this procurement.

## VI. **PROCUREMENT ANSWERS AND CLARIFICATIONS**

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Applicants shall address any questions regarding this Solicitation to the Procurement email which appears on the cover page of this Solicitation. Applicants who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. Questions must be submitted by email to the Procurement email address which appears on the cover page of this Solicitation no later than August 13, 2024. A written Questions and Answers will be executed addressing each question and answer and posted publicly. A summary of the clarifications, questions and answers pertaining to this NOFA will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

It is the responsibility of the Applicant to check for any Addenda and other updates that will be posted on HSH's Procurement Opportunities website.

## VII. PROPOSAL QUESTIONS AND SUBMISSION REQUIREMENTS

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### A. Proposal Format

Proposals must be created using a word processing software (e.g., Microsoft Word or Excel) and types in a serif font (e.g., Calibri or Times New Roman). The document must have page margins of at least .5" on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Proposals. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Proposal.

Any superfluous and unrequested material submitted with the Proposal will be removed and will not be viewed the by the Evaluation Panel.

### B. Time and Place for Submission of Proposals

Applications are due electronically in the format detailed below and must be received by the Applications Deadline: **September 9, 2024 at 2:00 pm.**

Applicants shall submit the Appendix 1: Written Proposal and Appendix 2: Minimum Proposal requirements with requested attachments including Attachments 2 through 6 in **one** PDF and a Budget Proposal as an excel workbook to **HSHProcurements@sfgov.org**. The Proposal file name and email subject must include the NOFA number (NOFA #149) and the Applicant organization's name as such: NOFA #149 – Applicant Organization Name.

Applications submitted by fax will not be accepted. Applicants must receive an email confirmation from the City to be considered submitted. Late submissions, supplemental documents, or revisions submitted after the Applications Deadline will not be accepted. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

VIII. PROPOSAL CONTENTS AND EVALUATION CRITERIA

HSH Capacity Building NOFA Proposal Contents and Evaluation Criteria				
Proposal Section	Submittal Format	Applicant must complete/ provide/ respond to the following	Evaluation Criteria	Points
1. Summary	Appendix 1: Written Proposal	Applicant Information:  Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Requested Annual Budget Amount.	HSH will review for pass/ fail: Did Proposer complete Appendix 1: Written Proposal?	Pass/ Fail
2. Minimum Qualifications	Appendix 2: Minimum Qualifications	2. Applicant must show a commitment to working with communities that are disparately impacted or underserved in the homelessness response system by demonstrating at least <b>one</b> of the following: A. Submission of organization’s Mission Statement, Strategic Plan, or DEI statement that shows a commitment to prioritizing or uplifting underserved or disparately impacted communities; B. Disparately impacted or underserved communities comprise more than 50% of population served by your organization; OR C. Proposed service site/s is currently located within a historically underserved San Francisco Neighborhood including Bayview Hunters Point, the Fillmore, Oceanview, Merced Heights, Ingleside (OMI), Potrero Hill, Visitacion Valley, or Western Addition, and/or your services	2. Did Proposer include proof of at least one of the three items to demonstrate a commitment to working with communities that are disparately impacted or underserved in the homelessness response system?	Pass/ Fail

		primarily serve residents from those neighborhoods.		
3. Budget	Attachment 6: Budget Proposal	Please attach a Budget Proposal that outlines the annual cost estimates and breakdown of the annual cost associated with the project. Attach the Budget Proposal as Attachment 6: Budget Proposal. The budget should not exceed \$100,000.	Did Proposer include a Budget Proposal that outlines the annual cost estimates and provides a breakdown of the annual cost?	Pass/ Fail
4. Relevant Experience	Appendix 1: Written Proposal	3. Describe your organization, and its experience providing services to disparately impacted communities in the homelessness response system. Which goal areas from this NOFA under Section II. Background has your organization demonstrated measurable success towards?	3. How well experienced is Proposer in providing services to disparately impacted communities in the HRS? How well does Proposer describe its success towards the goal areas in Section II. Background of the NOFA?	30
5. Capacity Building Need	Appendix 1: Written Proposal	4. Describe your proposed capacity building need and the specific area(s) you have selected to address and why. What are the steps of your project and timeline? How was this project and approach selected and how does it align with the goal areas from this NOFA under Section II. Background?	4. How clear and thorough is Proposer in describing the capacity building need and the specific areas that they have selected? Does the project and approach align with the goal areas from Section II. Background of the NOFA?	30
5. Organizational Opportunities	Appendix 1: Written Proposal	5. Describe how your organization has built or plans to build expertise in effectively reaching and serving disparately impacted community members, including individuals who are unhoused and BIPOC, LGBTQIA+, and/or differently-abled. This may include efforts to ensure staff reflect the communities served; efforts or plans to provide staffing and/or leadership opportunities to disparately impacted	5. How well does Proposer describe efforts to build expertise in effectively reaching and serving disparately impacted community members, including individuals who are unhoused and BIPOC, LGBTQIA+, and/or differently-abled? This may include efforts to ensure staff reflect the communities served; efforts or plans to provide staffing and/or leadership opportunities to	30

		community members or staff; and/or methods or plans to obtain input from disparately impacted community members to inform services.	disparately impacted community members or staff; and/or methods or plans to obtain input from disparately impacted community members to inform services.	
6. Net Revenue	Appendix 1: Written Proposal	6. HSH seeks to prioritize under-resourced organizations with generally lower net-revenues. What is the net-revenue of your organization?	6. Points will be assigned as follows: <ul style="list-style-type: none"> <li>• \$0 - \$2,000,000 – 10 points</li> <li>• \$2,000,001 - \$3,000,000 – 6 points</li> <li>• \$3,000,001 and above – 2 points</li> </ul>	10
Total				100
7. Bonus Points	Attachment 6: DEIB Policies	7. HSH will award bonus points to organizations with Diversity, Equity, Inclusion, and Belonging (DEIB) policies and protocols. Attach DEIB policies and/or protocols as Attachment 7: DEIB Policies and/or Protocols.	7. Points will be assigned as follows: <ul style="list-style-type: none"> <li>• Evidence of DEIB policies and/or protocols – 10 points</li> <li>• Lack of evidence of DEIB polices and/or procedures – 0 points</li> </ul>	10
<b>Total with Bonus Points</b>				<b>110</b>

## **IX. VENDOR SELECTION**

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The City shall award agreements to the Applicants that meet the Minimum Qualifications and receives a highest-ranking score. Responsive proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to the goods and/or services being procured through this Solicitation. The Evaluation Panel may include staff from various City Departments. Proposals will be evaluated based on the criteria outlined above.

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

### **A. Additional Information**

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

### **B. Minimum Qualifications**

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

The Minimum Qualifications determination will be solely based on the information submitted by the Applicant in Appendix 1: Application Template and required attachments. Insufficient or incomplete information may result in an application being considered non-responsive. Responses of “To be provided upon request” or “To be determined” or “Confidential” or the like, or that do not otherwise provide the information requested (e.g., left blank) are not acceptable. Any Application that does not demonstrate that the Applicant meets the Minimum Qualifications will be issued a notice of non-responsiveness and will not be evaluated or eligible for award under this RFP.

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

## **IX. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS**

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### **A. NOFA Addenda**

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on HSH’s Procurement Opportunities webpage: <https://hsh.sfgov.org/get-involved/procurements/>

Every Addendum will be posted on HSH’s Procurement Opportunities webpage and Applicants must monitor the webpage for new versions. The Applicant shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted. Therefore, the City recommends that the Applicant consult the website frequently, including shortly before the Proposal Due Date, to determine if the Applicant has downloaded all Solicitation Addenda. It is the responsibility of the Applicant to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY APPLICANTS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND THE PROPOSED CONTRACT TERMS.

**B. Proposal Selection Shall Not Imply Acceptance**

The acceptance and/or selection of any Proposal(s) shall not imply acceptance by the City of all terms of the Proposal(s), which may be subject to further approvals before the City may be legally bound thereby.

**C. Errors and Omissions in NOFA**

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

**D. Objections to NOFA Terms**

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

**E. Change Notices**

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

**F. Term of Application**

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

**G. Revision of Application**

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

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

**H. Errors and Omissions in Application**

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

**I. Financial Responsibility**

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

**J. Reserved (Cybersecurity Risk Assessment).**

**K. Applicant's Obligations under the Campaign Reform Ordinance**

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

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

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

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

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

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

1. 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.
2. 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.
3. 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.



**L. Sunshine Ordinance**

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

If the City receives a Sunshine Ordinance/ Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Applicant(s) of the Request and to provide the Applicant with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Applicant asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Applicant that is exempt from disclosure and directs the City in writing to withhold such material from production ("Withholding Directive"), then the City will comply with the Withholding Directive on the condition that the Applicant seeks judicial relief on or before the Response Date. Should Applicant fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

**M. Public Access to Meetings and Records**

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

**N. Reservations of Rights by the City**

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

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

**O. No Waiver**

No waiver by the City of any provision of this NOFA 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 NOFA.

**P. Reserved. (Local Business Enterprise (LBE) Goals and Outreach).**

**Q. Compliance with Previous Grant and Contract Requirements**

Agencies submitting Applications that have previously been granted by the City and County of San Francisco and/or Federal agencies to provide goods and/or services must successfully demonstrate compliance with performance/monitoring requirements specified in previous grants/contracts (e.g., corrective actions) in order to be considered responsive to this NOFA. Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in agency disqualification to participate in this NOFA.

**R. 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 NOFA, which may be subject to further negotiation and approvals by the City.

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

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

**X. CITY AGREEMENT REQUIREMENTS**

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**A. Contract Terms and Negotiations**

The successful Applicant will be required to enter into the Agreement attached hereto as Attachment 1, City's Proposed Agreement Terms. City's Proposed Agreement Terms are not subject to negotiation. Failure to timely execute the Proposed Agreement, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the Proposed Agreement, shall be deemed an abandonment of the Proposal and City, in its sole discretion, may select another Applicant and proceed against the original selectee for damages.

**B. Standard Agreement Provisions**

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

Please see HSH's standard grant agreement here: <https://hsh.sfgov.org/wp-content/uploads/2024/07/G-100-HSH-Instructions-Grant-Template-11-23-HSH-3-24.pdf>.

**C. Nondiscrimination in Contracts and Benefits**

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

**D. Reserved (Companies Headquartered in Certain States)**

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

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

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

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

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

An Applicant selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Applicant is subject to the enforcement and penalty provisions in Chapter 83. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

**H. Conflicts of Interest**

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

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

**I. Insurance Requirements**

Upon award, Awarded Provider shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and (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.

**If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.**

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

**J. Compliance with Municipal Codes**

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

**K. Compliance with Laws and Regulations**

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

**L. City's Approval Rights over Subcontractors and Subcontractor Payments**

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

**M. Reserved (FEMA Emergency & Exigency Grant/Contract Requirements)**

**N. Nonprofit Supplier Compliance with California Attorney General Registry of Charitable Trusts**

To receive a contract under this Solicitation, any nonprofit Applicant must be in good standing with the California Attorney General's Registry of Charitable Trusts by the time of contract execution and must remain in good standing during the term of the agreement. Upon request, Applicant must provide documentation to the City demonstrating its good standing with applicable legal requirements. If Applicant will use any nonprofit subcontractors, subgrantees, and/or subrecipients to perform the agreement, Applicant will be responsible for ensuring they are also in compliance with all requirements of the Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement.

## **XI. PROTEST PROCEDURES**

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

### **A. Protest Procedures**

#### **1. Protest of Non-Responsiveness Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, an Applicant may submit a written Notice of Protest 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 Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

#### **2. Protest of Non-Responsible Determination**

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, an Applicant may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

#### **3. Protest of Contract Award**

Within three (3) business days of the City's issuance of a Notice of Intent to Award, an Applicant may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure, or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

#### **4. Delivery of Protests**

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator listed below and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.

Contract Administrator:

Gigi Whitley, Chief of Finance and Administration

[gigi.whitley@sfgov.org](mailto:gigi.whitley@sfgov.org)

## **XII. CITY SOCIAL POLICY REQUIREMENTS**

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The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social Policy Requirements"). These Social Policy Requirements can be found in Attachment 1, City's Proposed Agreement Terms. The Social Policy Requirements set forth below are NOT intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it. Applicants

are encouraged to carefully review the Social Policy Requirements applicable to this Solicitation contained in Attachment 1, City's Proposed Agreement Terms.

**A. Applicants Unable to do Business with the City**

1. Generally, Applicants that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City's Proposed Agreement Terms.
2. Reserved (Administrative Code Chapter 12X)
3. Administrative Code Chapter 12B  
An Applicant selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.
4. Reserved (Prevailing Wage Ordinance)
5. Health Care Accountability Ordinance  
An Applicant selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Applicant shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If an Applicant selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Applicant shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.
6. Minimum Compensation Ordinance  
An Applicant selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. An Applicant selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An Applicant selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation. 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 vendors will be required to pay any such increases to covered employees during the term of the

contract. Additional information regarding the MCO is available on the web at [www.sfgov.org/olse/mco](http://www.sfgov.org/olse/mco).

7. First Source Hiring Program

An Applicant selected pursuant to this Solicitation shall comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code that apply to this Agreement and an awarded Applicant is subject to the enforcement and penalty provisions in Chapter 83. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

8. Reserved (Sweat free Procurement)

9. Other Social Policy Provisions

Attachment 1, City's Proposed Agreement Terms, identifies the City's applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Applicants are encouraged to carefully review these terms and ensure they are able to comply with them.

**XIII. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS**

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**A. Reserved (Local Business Enterprise Rating Bonus/Bid Discount)**

**B. LBE Subcontracting Requirements**

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because the LBE Subcontracting Requirements were waived by the Contract Monitoring Division.