



City and County of San Francisco

Request For Proposals (RFP)
Department of Homelessness and Supportive Housing (HSH) Consultant Services
RFP#HSH2022-137.1 (RFP# 137.1)
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Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Applications from qualified Applicants to deliver consultant services to the City and County of San Francisco Department of Homelessness and Supportive Housing (HSH) on the planning, implementation, and sustainability of Housing Community Supports (HCS) under the California Advancing and Innovating Medi-Cal (CalAIM).

Schedule¹

| | |
|--------------------------------------|-------------------------------------|
| RFP Issued | Wednesday August 3, 2022 |
| Deadline for Written Questions | Wednesday August 10, 2022 by 5:00pm |
| Answers and Clarifications Published | Wednesday August 17, 2022 |
| Deadline to Submit Proposals | Wednesday August 31, 2022 by 5:00pm |
| Intent to Award Notification | September/October 2022 |
| Agreement Commence | Fall/Winter 2022 |

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), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer’s control, shall communicate solely with the Contact 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 City, result in the disqualification of the Proposer or potential Proposer 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: Application Template
- Appendix 2: Price Proposal Template

Attachments

- Attachment 1: City’s Proposed Agreement Terms
- Attachment 2: CMD Form 3
- Attachment 3: First Source Hiring Form
- Attachment 4: HCAO and MCO Declaration Forms

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

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I. BACKGROUND

A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals from qualified Proposers to provide as-needed consultant services to the City and County Department of Homelessness and Supportive Housing (HSH) for Consulting Services Related to Medi-Cal and CalAIM planning and implementation.

HSH is accepting applications from individual Applicants who wish to apply to provide consultant services or Collaborative Applications (more than one organization/entity) wishing to provide consultant services. Proposers may also subcontract any portion of the work included in the services, but HSH will only enter into an agreement with the prime/lead Contractor.

Awarded Contractor(s) are expected to provide all services described under this RFP, either directly or through a subcontractor, as listed in this RFP, and in compliance with the funding requirements.

Any organization that wishes to provide consultant services must apply under this RFP. This includes all organizations that are currently providing such services to HSH and those that wish to do so in the future.

B. Anticipated Agreement Terms

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of two years. The City at its sole, absolute discretion, shall have the option to extend the term for three additional years for a total of five years.

C. Anticipated Amount Available

A contract awarded pursuant to this procurement shall have an estimate annual budget amount as follows for the initial term.

| Service Component | Estimated Annual Budget |
|--|-------------------------|
| Consulting Services Related to Medi-Cal and CalAIM | \$300,000 |

D. Indefinite Quantity, As-Needed Contract

A contract awarded pursuant to this Solicitation will result in a term, indefinite quantities, as-needed contract. There is no guarantee of a minimum amount of services for any of the Proposers selected for contract negotiations or for the awarded Contractor. Unless otherwise specified herein, deliveries and services will be required in quantities and at times as ordered during the period of the contract. Estimated quantities, if any, stated in this Solicitation are approximations only. City, in its sole discretion, may require any greater or lesser quantity.

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 Proposer under the same terms and conditions of any contract awarded pursuant to this Solicitation.

F. Terms and Acronyms Used in this RFP

| Term | Definition |
|-------------|---|
| Applicant | Any entity submitting an Application in response to this RFP. |
| Application | A response to this RFP detailing how an Applicant will meet the requirements of this RFP. |

| Term | Definition |
|------------------------------------|--|
| CalAIM | CalAIM is the State of California’s Medi-Cal transformation initiative, which seeks to move Medi-Cal towards a population health approach that prioritizes prevention and whole person care. CalAIM will offer Medi-Cal enrollees coordinated and equitable access to services that address their physical, behavioral, developmental, dental, and long-term care needs, throughout their lives, from birth to a dignified end of life. |
| CalAIM Community Supports | New services provided by Medi-Cal managed care plans as cost effective alternatives to traditional medical services or settings. Community Supports are designed to address social drivers of health. There are 14 Community Support services. Housing-related Community Supports include housing deposits, housing transition navigation and housing tenancy and sustaining services. |
| City | City refers to the City and County of San Francisco. |
| Collaborative Application | One single Application from more than one organization/entity with the intent to collaborate to provide the services listed in the RFP. |
| DPH | Department of Public Health |
| EHR | Electronic Health Record |
| Housing Community Supports (HCS) | Housing Community Supports are a component of the California Advancing and Innovating Medi-Cal that ensures beneficiaries are connected to certain supports to meet housing needs. HCS are designed to address social drivers of health and are aimed at treating housing as healthcare. |
| Homeless | The U.S. Department of Housing and Urban Development (HUD) designates an individual or family household as homeless if it lacks a fixed, regular, and adequate nighttime residence. The definition also refers to a household who has a primary nighttime residence that is either a supervised publicly or privately operated shelter designed to provide temporary living accommodations; an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings. HUD’s Homeless Definition Final Rule further establishes specific categories of homelessness. |
| HMIS | Homeless Management Information System |
| Homelessness Response System (HRS) | The HRS is an overall system of services to address homelessness managed by HSH. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. The system helps people exit homelessness. Core components of the HRS include Coordinated Entry, Problem Solving, Street Outreach, Temporary Shelter, Housing, and Housing Ladder programs. |
| Housing | Housing provides permanent solutions to homelessness through subsidies and housing placements. This may include time-limited supports, such as Rapid Rehousing, and time-flexible programs, such as Rent Subsidies and Permanent Supportive Housing (e.g. subsidized housing with services). |
| HSH | The Department of Homelessness and Supportive Housing is the City and County of San Francisco’s department responsible for the Homelessness Response System (HRS) and is also referred to as HSH. The HRS is the overall network of services to address homelessness and serve individuals experiencing homelessness. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. Core components of the HRS include: Coordinated Entry, Street Outreach, Problem Solving, Temporary Shelter, Housing, and Housing Ladder. |

| Term | Definition |
|-------------|--|
| HSOC | Healthy Streets Operation Center (HSOC) is a cross-departmental initiative to coordinate the City & County of San Francisco’s response to homeless encampments and behaviors that impact the quality of life in public spaces. |
| RFP | RFP is Request for Proposal. |
| Unsheltered | An unsheltered individual is a person who is living in a place not meant for human habitation, including those living outdoors, in vehicles, or in encampments. |

G. Funding and Sources

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

II. DELIVERING SERVICES WITH EQUITY

HSH is seeking to partner with Contractors who demonstrate a deep understanding of and focus on racial equity, with the intent of achieving different outcomes in the communities HSH serves and paying close attention to those who are often excluded.

HSH emphasizes racial equity in its work to address homelessness, recognizing that racism is a root cause of homelessness. Systemic inequities must be discussed and addressed on an interpersonal and structural level to advance equitable outcomes and respond to the disparate impact of structural racism on people experiencing homelessness.

The [HSH Strategic Framework](#) includes a call for making the Homelessness Response System (HRS) more equitable as one of its guiding principles. 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, lesbian, gay, bisexual, and queer (LGBQ+) and transgender persons. Deeply racialized systems are costly and depress outcomes and life chances for people of color experiencing homelessness.

COVID-19 has heightened these impacts, with communities of color vastly more likely to be impacted. Equity must be the foundational consideration in everything HSH does, and the Department is working to bring an equity lens to the forefront of all its planning and actions.

III. SCOPE OF WORK

The description below outlines the key program elements and services the selected Contractor will provide. Contractors should use this description when designing their proposed programs. However, Contractors may suggest modifications and/or additions that will, in their estimation, make the project more feasible or effective. Contractors may also propose that they will subcontract one or more elements of their project to other Contractors, provided that those partners have been identified and described in the submission.

A. Consulting Services Related to Medi-Cal and CalAIM

The State of California is engaged in a process called California Advancing and Innovating Medi-Cal (CalAIM), which is bringing about the largest changes to the Medi-Cal program in decades. CalAIM is expanding Medi-Cal programming to target the social determinants of health, including housing and homeless services. HSH has the opportunity to enhance its existing services under CalAIM by billing to Medi-Cal certain services referred to as ‘Housing Community Supports’ (HCS): (1) Housing Transition

Navigation Services ('housing navigation'); (2) Housing Deposits; and (3) Housing Tenancy Sustaining Services (Housing Stabilization'). HSH plans to deliver these CalAIM HCS through its contracted network of nonprofit service providers (the 'HRS'). However, Medi-Cal participation requires compliance with complex regulatory requirements related to data security, billing, and service delivery – requirements which have generally not applied to HSH and the SF HRS until now.

The Awarded Contractor for this service shall provide subject matter expertise, strategic consulting, and project management to inform all aspects of HSH's CalAIM planning, capacity building, partner relations, and implementation work. HSH's timeline for a gradual and staggered phase-in of HCS will take place from 2023 to 2026. Awarded Contractor will work in close coordination with the HSH Planning, Performance and Strategy team, IT team and fiscal teams, as well as partners at the San Francisco Department of Public Health and two Medi-Cal Managed Care Plans.

1. Consulting Services and Training Regarding Provision of Medi-Cal Services under CalAIM

Awarded Contractor shall serve as a subject matter expert on general Medi-Cal program requirements and advise on the compliance with these requirements as CalAIM HCS are implemented throughout HSH and its Homelessness Responses System. Examples of these requirements include:

- Determination of medical necessity;
- Documenting client consent for services; and
- Physical accessibility requirements related to facilities in which Medi-Cal services are provided.

Awarded Provider shall provide consulting services regarding program requirements specific to CalAIM HCS and advise on the compliance with these requirements as HCS are implemented throughout HSH and its HRS. Examples of these requirements include:

- Pre-authorization/blanket authorization/presumptive eligibility and
- Creating a standardized service plan document for each client served.

Awarded Contractor shall also provide strategic consulting on the implementation of Medi-Cal and CalAIM requirements in the San Francisco HRS. This includes advising on HSH's CalAIM workplan, staffing structure, change management, funding landscape, and partnerships that HSH will need to be successful. Activities and deliverables associated with these strategic consulting services include:

- Developing and presenting potential changes to service delivery models that may be needed as a result of Medi-Cal and CalAIM requirements and new Managed Care partnerships;
- Supporting the communication and change management plans associated with new procedures and workflows; and
- Gathering and presenting HSH with information and recommendations regarding various funding programs related to CalAIM, including the Incentive Payment Program (IPP), Housing and Homelessness Incentive Program (HHIP), and the Providing Access and Transforming Health (PATH) program.

Awarded Contractor shall provide subject matter expertise and program management regarding the development and implementation of CalAIM-related policies and procedures for HSH and the HRS. Awarded Provider will also create training resources and deliver training to HSH staff and its contracted service providers within the HRS regarding CalAIM program requirements in formats that may include:

- Live, recorded, and/or in-person training sessions;
- Handbooks, job aides or other training documents; and
- 1:1 or group technical assistance sessions.

2. Consulting Services Regarding Medi-Cal Security and IT Requirements

Awarded Contractor shall serve as a subject matter expert on privacy, data security, and IT requirements regarding the Medi-Cal program generally and CalAIM HCS specifically. Subject matter expertise of Awarded Provider must include the Health Insurance Portability and Accountability Act (“HIPAA”) and related privacy and data security regulations.

Awarded Contractor shall provide review of IT infrastructure and security practices of HSH and its contractors. Deliverables associated with this review, include, but are not limited to:

- Identification of IT and security deficiencies, gaps or issues that fall short of Medi-Cal and CalAIM requirements and
- Identification of detailed remediation options required for compliance.

Awarded Provider shall also provide IT security review resources to support CalAIM implementation, such as a detailed compliance checklist and terms for data security agreements.

3. Consulting Services Regarding Data Exchange and Claiming

Awarded Provider shall serve as solution architect, vision leader, and project manager for the planning of an IT infrastructure framework for complex data exchange processes and workflows required for program operations and Medi-Cal billing related to CalAIM community supports.

Deliverables associated with this service component shall include, but are not limited to:

- Presentation of potential IT scenarios to advance HSH’s capability to bill claims (837 files) to the local Medi-Cal Managed Care Plans (MCPs);
- Scenarios shall include a blueprint of technologies, justification of technologies, and explanation of how they will fit together seamlessly and securely;
- Detailed specifications for each scenario component and process, including the secure extraction, processing, transfer, and loading of confidential records; and
- The approved scenario will be thoroughly specified, documented, and communicated (including diagrammatic representation) such that it can be used as a detailed roadmap for implementation.

Awarded Provider experience shall include complex IT engineering for entities collaborating and breaking down silos across multiple systems, such as healthcare, social services, and insurers; and systems of record used in each, including Electronic Health Records (EHR) and preferably Homeless Management Information Systems (HMIS). Awarded Provider must bring an understanding of best practices and data exchange models being used in other parts of the state and country for similar purposes. It would be beneficial for Awarded Provider to have experience with Health Information Exchanges, Community Health Records/Social EHR, and related products and systems, although they will not be part of the initial CalAIM implementation in San Francisco.

IV. PRE-APPLICATION INFORMATION

A. Procurement Questions Deadline

Due to social distancing requirements, there will be no in-person pre-Proposal conference. Proposals may submit questions via email to: HSHProcurements@sfgov.org until the Questions Deadline. Proposer specific questions about compliance with the City’s vendor requirements in section XII. City Social Policy Requirements are not subject to the above deadline and may still be answered by the contact designated in this procurement.

V. PROCUREMENT ANSWERS AND CLARIFICATIONS

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

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

VI. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

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

Applicants shall submit the Appendix1: Application Template with requested attachments in **one** PDF to **HSHProcurements@sfgov.org**. The PDF file name and email subject should include the RFP number (RFP #137.1) and the Applicant organization's name as such: RFP 137.1 – Applicant Organization Name.

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

VII. SUBMISSION FORMAT

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

VIII. PROPOSAL CONTENTS AND EVALUATION CRITERIA

| Application Section | Submittal Format | Applicant must complete/provide/respond to the following: | Evaluation Criteria | Points |
|-------------------------|-------------------------------------|--|---|------------|
| 1.Summary | Appendix 1: Application Template | 1.1 Applicant Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Proposed Services, Collaboration information, if any 1.2 Certifications | HSH will review for pass/fail: <ul style="list-style-type: none"> • Did applicants complete Appendix 1: Applicant Template? | Pass/ Fail |
| 2.Minimum Qualification | Appendix 1: Application Template | Applies to all applicants: 2.1 Applicant must demonstrate that they are not debarred or suspended on the federal SAMs ² database by attaching proof that the applicant is not debarred or suspended. 2.2 Respondent must be a certified vendor with the City and County of San Francisco or have the ability to become a certified vendor within ten (10) days after notice of intent to award. 2.3 Minimum of two (2) years of proven experience providing consultation services to government and/or public agencies and at least two (2) years of experience working on projects or providing consultation services related to CalAIM and/or Medi-Cal Whole Person Care Pilots. | HSH will review for completeness/compliance: <ul style="list-style-type: none"> 2.1 Did applicants attach copies of certification? 2.2 Does respondent have the ability to become a certified vendor? 2.3 Did applicants demonstrate a verifiable minimum of years of experience specified as referenced in the RFP? | |

² Applicants that do not have a SAMs account may create one here: <https://www.sam.gov/SAM/>.

| Application Section | Submittal Format | Applicant must complete/provide/respond to the following: | Evaluation Criteria | Points |
|---------------------|----------------------------------|--|---|--------|
| 3. Project Approach | Appendix 1: Application Template | 3.1 Applicant must describe its project approach to deliver services and how this project approach will appropriately address the needs of this RFP (be sure to address all applicable items listed in Scope of Work). | 3.1 How well does the applicants' plan demonstrate an effective process for the preparation of a work plan to align with the requirements of this RFP and training re (e.g., how thoughtful, clear, and comprehensive are the project approach, training plans, and collaboration methods described)? | 40 |
| | | 3.2 Applicant must describe its experience with IT system engineering (identifying technologies and platforms, and specifying how they can be used together seamlessly and securely, to meet a business need). | 3.2 How experienced is the applicant in IT system engineering? | 10 |
| | | 3.3 Applicant must describe its understanding of Medi-Cal billing requirements and the necessary staffing, IT, and other capacities required to perform Medi-Cal billing. | 3.3 How well does the applicant demonstrate an understanding of Medi-Cal billing requirements and the necessary staffing, IT, and other capacities required to perform Medi-Cal billing. | 10 |

| Application Section | Submittal Format | Applicant must complete/provide/respond to the following: | Evaluation Criteria | Points |
|-----------------------------|-------------------------------------|---|--|------------|
| | Appendix 1: Application Template | 3.4 Applicant must describe its experience planning, designing, implementing, or consulting on CalAIM and/or Medi-Cal Whole Person Care Pilots or related projects. | 3.4 How experienced is the applicant in designing, implementing, or consulting on CalAIM and/or Medi-Cal Whole Person Care Pilots or related projects? | 10 |
| 4. Fiscal Capacity - Budget | Appendix 2: Price Proposal Template | <p>4.1 All costs to the City shall be included in the prices entered on the Appendix 2: Price Proposal Template for a 12-month period.</p> <ul style="list-style-type: none"> i. An annual total budget amount ii. An outline of and cost for each major sub-task identified by the consultant, as presented in the proposal iii. The hourly rates for each person who will be involved in the work, including the rates for any sub-consultants iv. A separate cost proposal for participation in any meetings (on a per meeting basis) should be provided, outlining convened meetings and regular check-ins separately v. Costs for any additional services | 4.1 How reasonable, appropriate, and competitive are the proposer's costs within the requirements of this RFP and HSH's needs? The budget provided should reflect sound, adequate allocation of resources, matching the program components including staffing costs, operational costs, and capital costs (as appropriate). The budget supports the services proposed and is competitive with other proposals. | 30 |
| Total | | | | 100 |

IX. CONTRACTOR SELECTION

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the 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. If Proposers’ initial composite scores are within three (3) points of each other, the Department will issue a supplemental questionnaire to assist the panel in further differentiating between the proposals in order to select the top scoring proposal. 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 RFP 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 RFP 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.

X. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS

A. Errors and Omissions in RFP

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

B. Inquiries Regarding RFP

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

C. Objections to RFP Terms

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

D. Change Notices

The City may modify the RFP, prior to the Applications Deadline, by issuing Addenda to the RFP, 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 RFP Addenda. It is the responsibility of the Applicant to check for any Addenda, Questions and Answers, and updates, which will be posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

E. Term of Application

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

F. Revision of Application

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

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

G. Errors and Omissions in Application

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

H. Financial Responsibility

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

I. Applicant's Obligations under the Campaign Reform Ordinance

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

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

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

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

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

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

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

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

J. Sunshine Ordinance

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

K. Public Access to Meetings and Records

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

L. Reservations of Rights by the City

The issuance of this RFP 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 RFP;
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 RFP, or the requirements for contents or format of the Applications;
5. Procure any materials, equipment or services specified in this RFP by any other means; or
6. Determine that no award will be pursued.

M. No Waiver

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

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

O. Compliance with Previous Grant and Contract Requirements

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

P. Other Terms and Conditions

The selection of any Applicant for agreement negotiations shall not imply acceptance by the City of all terms of any Application or response to this RFP, 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 RFP process.

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

This RFP 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 RFP are inadequate to satisfy its needs.

XI. CITY AGREEMENT REQUIREMENTS

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

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

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

The following requirements pertain only to Proposers not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City's Supplier Portal:

<https://sfcitypartner.sfgov.org/pages/index.aspx>

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector's Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, contact the Tax Collector's Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Chapter 12(B) and 12(C) Inquiries:** For questions concerning the City's Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

B. Contract Terms and Negotiations

The successful Proposer 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 Proposer and proceed against the original selectee for damages.

C. Standard Agreement Provisions

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

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

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

D. Nondiscrimination in Contracts and Benefits

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

E. Companies Headquartered in Certain States

This RFP is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into contracts with companies headquartered in states with laws that perpetuate discrimination against LGBT populations or where any or all of the work on the agreement will be performed in any of those states. Applicants are hereby advised that Applicants which have their United States headquarters in a state on the Covered State List, as that term is defined in Administrative Code Section 12X.3, or where any or all of the work on the agreement will be performed in a state on the Covered State List may not enter into agreements with the City. A list of states on the Covered State List is available at the website of the City Administrator: <https://sfgsa.org/chapter-12x-state-ban-list>.

F. Minimum Compensation Ordinance (MCO)

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

G. 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.

H. First Source Hiring Program (FSHP)

A Proposer 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 Proposer 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.

I. 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.

J. Insurance Requirements

Upon award, Awarded Provider shall provide a copy of current insurance certificate naming the City as Additional Insured in a separate endorsement page, or submit evidence that it can obtain the following coverage and name the City as Additional Insured: (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury or illness; (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; Policy must include Abuse and Molestation coverage (3) Commercial Automobile Liability Insurance with limits not

less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and (4) Professional Liability Insurance for negligent acts, errors or omission with respect to professional or technical services with limits not less than \$1,000,000 for each claim; (5) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the awarded agreement.

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

K. Compliance with Municipal Codes

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

A. Compliance with Laws and Regulations

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

B. City’s Approval Rights over Subcontractors and Subcontractor Payments

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

L. FEMA Emergency & Exigency Grant/Contract Requirements

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

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

XII. PROTEST PROCEDURES

The City reserves the right to proceed with its Contractor selection and/or negotiation process during any protest period. The City will cease its Contractor selection process only if and when it receives a notification of 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, a Proposer 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 Proposer, 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, a Proposer 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 Proposer, 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, a Proposer 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 Proposer, 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 whose name and contact information appears on the cover page to this Solicitation 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.

XIII. CITY SOCIAL POLICY REQUIREMENTS

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

A. Proposers Unable to do Business with the City

1. Generally

Proposers 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. Administrative Code Chapter 12X

Subject to certain exceptions, Proposers are advised that this Solicitation is subject to the requirements of Administrative Code Chapter 12X, which prohibits the City from entering into a contract with a Proposer that (a) has its headquarters in a state that has enacted a law that perpetuates discrimination against LGBT people and/or has enacted a law that prohibits abortion prior to the viability of the fetus, or (b) will perform any or all of the work on the contract in such a state. Chapter 12X requires the City Administrator to maintain a list of such states, defined as “Covered States” under Administrative Code Sections 12X.2 and 12X.12. The list of Covered States is available on the website of the City Administrator (<https://sfgsa.org/chapter-12x-state-ban-list>). Proposers will be required to certify compliance with Chapter 12X as part of their Proposal, unless the City determines that a statutory exception applies. 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.

3. Administrative Code Chapter 12B

A Proposer 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.

5. Reserved (Prevailing Wage Ordinance)

6. Health Care Accountability Ordinance

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer 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 Proposer 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.

7. Minimum Compensation Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer 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. A Proposer 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. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

8. First Source Hiring Program

A Proposer 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 Proposer 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.

9. Reserved (Sweatfree Procurement)

10. 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. Proposers are encouraged to carefully review these terms and ensure they are able to comply with them.

XIV. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

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.