



# City and County of San Francisco

## Department of Homelessness and Supportive Housing (HSH) Notice of Funding Availability (NOFA) for NOFA #HSH2024-145 (NOFA #145) Elevator Modernization Project Procurement Contact: [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org)

### Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) has up to \$10,000,000 in available funds for qualified Permanent Supportive Housing providers to submit requests for funding for the repair and modernization of elevators in HSH-funded Permanent Supportive Housing (PSH) sites.

### Schedule<sup>1</sup>

|                                      |  |
|--------------------------------------|--|
| NOFA Issued                          | February 16, 2024  |
| Pre-Proposal Conference              | February 23, 2024 at 10:00 am  |
| Deadline for Written Questions       | March 7, 2024  |
| Answers and Clarifications Published | March 18, 2024   |
| <b>Deadline to Submit Proposals</b>  | <b>May 16, 2024 by 2:00 pm</b>   |
| Intent to Award Notification         | Summer 2024  |
| Agreement Commence                   | Fall 2024  |
| Contact Email                        | <a href="mailto:HSHProcurements@sfgov.org">HSHProcurements@sfgov.org</a> |

### 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: Elevator Modernization Written Proposal
- Appendix 2: Elevator Modernization Minimum Proposal Requirements

### Attachments

- Attachment 1: City’s Proposed Grant Terms (Elevator Modernization Grant Template)
- Attachment 2: Applicant Questionnaire
- Attachment 3: HCAO and MCO Declaration Forms
- Attachment 4: First Source Hiring Form
- Attachment 5: CMD Form 3
- Attachment 6: Non-Elevator Building Components and System Issues Disclosure Form

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

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## I. INTRODUCTION

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### A. Intent

The City and County of San Francisco Department of Homelessness and Supportive Housing invites proposals from qualified Applicants for Elevator Modernization Projects in Non-Profit Master Leased Single Room Occupancy (SRO) Buildings that provide Permanent Supportive Housing.

To promote viability, improve quality of life, and increase accessibility for San Francisco residents in PSH, the City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) is pleased to announce a Notice of Funding Availability (“NOFA”) for Nonprofit Master Leased single room occupancy (“SRO”) buildings. The goal of the Elevator Modernization Program (“EMP”) is to address necessary major repairs, modernization and alteration of antiquated elevators that may otherwise affect the health and safety of residents residing in PSH.

The EMP NOFA is intended to help nonprofit organizations who master lease PSH SRO buildings and the private landlords of existing City funded Master Leased PSH SRO buildings. Applicants must have a minimum of five years remaining on their lease at time of submission or agree to enter into a negotiation to extend the term of their lease for at least a total of five years from project completion. As an example, a master lease with only two years left at the time of project completion will have to be extended an extra three years. The NOFA will address marginally operational, obsolete, or unreliable passenger elevators that directly affect residents. HSH’s budget includes \$10 million to be sourced by the issuance of Certificates of Participation (COPs) through the City’s Office of Public Finance. HSH plans to prioritize funding to proposed elevator modernization projects that meet certain criteria and include the building owners’ agreement to contribute directly toward the overall cost of the project.

Priority shall be given to SRO buildings that:

- Have the longest term remaining on their lease;
- Where owner is in good standing with mortgage lienholder;
- Building is in good physical condition and in good repair;
- Where the owner agrees to match the City’s contribution toward the cost of the elevator repairs or modernization;
- Where the repair or modernization will result in improved health, safety, and accessibility of their residents.

HSH anticipates making 10 to 20 grants towards the cost of elevator repairs or modernization. HSH plans to contribute up to \$500,000 per building project including allowing up to 10 percent of the City’s contribution to pay for project management and administrative costs to deliver the project. Applicants must submit a separate proposal for each building.

HSH plans to convene a panel of City staff with expertise in PSH and housing preservation, including representatives of Mayor’s Office of Housing and Community Development (MOHCD) and HSH, to select awardees.

Awarded applicants are expected to provide all services described under each service component for which they applied, either directly or through a subcontractor, as listed in this NOFA, and in compliance with the funding requirements.

### B. Reserved (Anticipated Agreement Terms)

### 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 applicants 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.

**D. Funding Distribution Process**

Funds issued under this NOFA will be available beginning Summer 2024 and are contingent on selected applicants meeting all post-submission requirements, including a financial commitment from the private building owner who benefits from the City’s investment in their privately owned property. The City expects these commitments to be implemented through an approved revision to the master lease held by the nonprofit PSH operator.

Prioritization for City funding will be based on Applicants demonstrating that building owners/landlords will commit to contribute toward the overall cost of the elevator modernization project as follows:

- A dollar-for-dollar matching contribution from the building owner/landlord to the overall cost of the repairs/ modernization<sup>2</sup> up to \$500,000 and/or;
- A reduction to the nonprofit master lessee’s rent payments that amortizes the cost of the City’s contribution to the project within 5 years from project completion.

The City expects the building owner to be responsible for any project costs that exceed the City’s contribution to ensure the project is completed. The City will coordinate with NPs as they go through the process of extending their master leases, if necessary.

**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**

| Term  | Definition   |
|---|--|
| 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.   |
| Approved Budget   | A budget that has been agreed upon by all required parties as configured in the workflows and ready to be used for invoicing.  |
| 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%.                           |

<sup>2</sup> Source of owner contribution cannot come from an HSH grant or other funding/subsidy agreement.

| <b>Term</b>                  | <b>Definition</b>  |
|------------------------------|--|
| Fiscal Year                  | Refers to the City’s fiscal year, which begins on July 1 and ends on June 30 of the following year.  |
| FTE                          | Full Time Equivalent. FTEs are based on a 40-hour work week or 2080 hours annually.  |
| 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.   |
| HSH                          | The Department of Homelessness and Supportive Housing is the City and County of San Francisco agency responsible for the Homelessness Response System.   |
| Master Lessor                | The owner of the lessor’s interest in a Master Lease, aka landlord.  |
| MOHCD                        | Mayor’s Office of Housing and Community Development  |
| NOFA                         | Notice of Funding Availability   |
| NTE                          | Refers to the agreement’s Not-to-Exceed Amount   |
| Permanent Supportive Housing | Subsidized rental housing without time limits and with intensive on-site Supportive Services to help tenants maintain housing and meet their personal goals. Permanent Supportive Housing is designed to house individuals with the greatest housing barriers and highest service needs. |
| Tenant                       | An individual or family that resides in permanent housing.   |

## **II. MINIMUM PROPOSAL REQUIREMENTS**

Applicants must submit with their proposal documents in support of each Minimum Proposal Requirement listed below. A proposal that fails to provide the following documentation will not be eligible for further consideration in the evaluation process.

| <b>Minimum Proposal Requirements</b> |   | <b>Submittal Format</b>  |
|--------------------------------------|---|--|
| A.                                   | Letter of intent (LOI) between nonprofit master lessee and owner/landlord signed by owner/landlord agreeing to extend master lease term to a minimum of 5 years from project completion, if applicable, and to demonstrate funding commitment. Owner/landlord funding commitment can include an up-front contribution to the cost of the project and/or agreement to amortize the City’s investment to the project through a rent reduction/rent credit to the master lessee. | .pdf of Letter of Intent with authorized signatures.                 |
| B.                                   | Proof from building owner that there are no defaults under the mortgage or liens, and all of the following that have become due and payable have been paid or an escrow of funds sufficient to pay them has been established: - taxes; - government assessments; -  | .pdf of document from Mortgage lienholder/bank on company letterhead |

|    |  |  |
|----|--|--|
|    | insurance premiums; - water, sewer and municipal charges; - leasehold payments; or - ground rents.   | with authorized signature.   |
| C. | Disclosure form with any known non-elevator structural and ancillary building components and system issues (e.g., HVAC, plumbing, fire/life-safety, etc.) including copies of all unresolved/open code violations with the City's Department of Building Inspection (DBI).   | Attachment 7 - Non-Elevator Structural and Ancillary Building Components and System Issues Disclosure Form with copies of open Notices of Violation included in .pdf file. |
| D. | A Project Budget proposal including: <ol style="list-style-type: none"> <li>1. A cost estimate from a qualified elevator consultant that is no more than 6 months old.</li> <li>2. An evaluation report for the existing elevator.</li> <li>3. A plan, and estimated schedule for the repairs/modernization.</li> <li>4. Soft costs that do not exceed 10% of project cost.</li> <li>5. If applicable, full relocation plan and budget for any tenant displacement/relocation.</li> <li>6. At least 7% of total cost reserved as contingency.</li> </ol> | An Excel Workbook.   |

### III. SPECIFIC REQUIREMENTS

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Applicants recommended for award shall:

- Submit a joint application from owner and non-profit organization/PSH Provider with one application per building site.
- If owner/landlord agrees to contribute towards cost of elevator repairs/modernization through cash payment (as agreed on in LOI), provide proof of payment to PSH provider before grant agreement is executed.
- If owner/landlord agrees to contribute towards cost of elevator repairs/modernization through rent reduction (as agreed to in LOI), amend master lease to reduce rent amount before grant is executed.

### IV. PRE-APPLICATION INFORMATION

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#### A. Pre-Proposal Conference

Meeting to be held on video conference at link below from 10:00 - 11:00 am February 23, 2024.

**Microsoft Teams** [Need help?](#)

**[Join the meeting now](#)**

Meeting ID: 233 193 157 162

Passcode: g8MjLD

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#### Dial-in by phone

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Any questions will be addressed at this conference and any available new information will be provided at that time.

**B. Procurement Questions Deadline**

Applicants may submit questions via email to: [HSHProcurements@sfgov.org](mailto:HSHProcurements@sfgov.org) until the Questions Deadline of March 7, 2024.

Applicant specific questions about compliance with the City’s vendor requirements in Section XIII. 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**

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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 March 7, 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.

**VI. 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.

**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: **May 16, 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](mailto:HSHProcurements@sfgov.org). The Proposal file name and email subject must include the NOFA number (NOFA #145) and the Applicant organization’s name as such: NOFA #145 – 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.



**VII. PROPOSAL CONTENTS AND EVALUATION CRITERIA**

| <b>EMP NOFA Proposal Contents and Evaluation Criteria</b> |                                       |  |   |               |
|---|---------------------------------------|--|---|---------------|
| <b>Proposal Section</b>                                   | <b>Submittal Format</b>               | <b>Applicant must complete/ provide/ respond to the following</b>  | <b>Evaluation Criteria</b>  | <b>Points</b> |
| 1. Summary  | Appendix 1:<br>Written Proposal       | <p>Applicant Information:</p> <p>Site Name and Address.</p> <p>For-Profit Owner Name, Address, Director Information, Contact Information, Point of Contact Information.</p> <p>Non-Profit Organization Name, City Supplier#, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information.</p>   | <p>HSH will review for pass/ fail: Did Applicant complete Appendix 1: Written Proposal?</p>   | Pass/<br>Fail |
| 2. Minimum Qualifications                                 | Appendix 2:<br>Minimum Qualifications | <p>2.a Letter of intent (LOI) between nonprofit master lessee and owner/landlord signed by owner/landlord agreeing to extend master lease term to the minimum number of years required for this funding opportunity, if applicable, and to either provide payment up front or reduce the master lease rent for the cost of the City's contribution over no more than 5 years from project completion. There is only one application per building site.</p> <p>2.b Proof from building owner that there are no defaults under the</p> | <p>HSH will review for completeness and compliance:</p> <p>2.a Did applicant include .pdf of signed authorized LOI in proposal submission.</p> <p>2.b Did applicant include .pdf of document from Mortgage lienholder/bank on company letterhead with authorized signature in proposal submission.</p> <p>2.c Did applicant include Attachment 7 - Non-Elevator Structural and Ancillary Building Components and System Issues Disclosure Form with</p> | Pass/<br>Fail |

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|--|--|--|---|--|
|  |  | <p>mortgage or liens, and all of the following that have become due and payable have been paid or an escrow of funds sufficient to pay them has been established: - taxes; - government assessments; - insurance premiums; - water, sewer and municipal charges; - leasehold payments; or - ground rents.</p> <p>2.c Disclosure form with any known non-elevator structural and ancillary building components and system issues (e.g., HVAC, plumbing, fire/life-safety, etc.) including copies of all unresolved/open code violations with the Department of Building Inspection (DBI). Work order log, Notices of Violation, etc. to document need for elevator repairs.</p> <p>2.d A Project Budget proposal including:</p> <p>2.d.1 A cost estimate from a qualified elevator consultant that is no more than 6 months old.</p> <p>2.d.2 An evaluation report from a qualified elevator consultant that is no more than 6 months old.</p> <p>2.d.3 A plan and estimate schedule for the repairs/modernization.</p> | <p>copies of open Notices of violation included in .pdf file in proposal submission.</p> <p>2.d Did applicant include an excel workbook with items 2.d.1-6 from the previous column in Proposal Submission.</p> |  |
|--|--|--|---|--|

|  |   |   |   |    |
|--|---|---|---|----|
|  |   | <p>2.d.4 Soft Costs that do not exceed 10% of project cost.</p> <p>2.d.5 If applicable, full relocation plan and budget for any tenant displacement/relocation.</p> <p>2.d.6 At least 7% of total cost reserved as contingency.</p> |   |    |
| 3. Results of Repairs/ Modernization   | Appendix 1: Written Proposal  | 3. Demonstrate that the repairs/modernization will result in improved health, safety and accessibility for residents.   | 3. How well does Applicant demonstrate that the repairs/modernization will result in the improved health, safety and accessibility for residents?                     | 25 |
| 4. Master Lessor Obligations           | Appendix 1: Written Proposal  | 4. Demonstrate that the master lessor has adhered to the lease obligations for landlord repairs in a timely, responsive, and complete manner.   | 4. How well does Applicant demonstrate that the master lessor has adhered to the lease obligations for landlord repairs in a timely, responsive, and complete manner. | 10 |
| 5. Cost Estimates, Plans, and Schedule | Budget Proposal Excel Workbook  | 5. Cost estimate(s), plans, and schedule are accurate and support the costs of the project.   | 5. How reasonable, appropriate, and competitive are the cost estimate(s), plans, and schedule to HSH's needs?   | 25 |
| 6. Elevator Evaluation                 | Budget Proposal   | 6. The evaluation of the existing elevator from a qualified elevator consultant or engineer demonstrates urgency of repair.   | 6. How well does the evaluation demonstrate the urgency of repair.  | 30 |
| 7. Non-Elevator Building Condition     | Attachment 6: Non-Elevator Structural and Ancillary Building Components and | 7. Include any known non-elevator structural and ancillary building components and system issues (e.g., HVAC, plumbing, fire/life-safety, etc.) including copies of all   | 7. How severe are non-elevator building component and system issues. With lower scores for higher severity and  | 10 |

|   |                               |   |                                   |            |
|---|-------------------------------|---|-----------------------------------|------------|
|   | System Issues Disclosure Form | unresolved/open code violations with the Department of Building Inspection (DBI) on Attachment 6. | higher scores for lower severity. |            |
| <b>Total</b>  |                               |   |                                   | <b>100</b> |
| <b>Bonus Points</b>   |                               |   |                                   |            |
| Includes upfront financial contribution from the landlord/private owner contribution toward elevator repairs/modernization      |                               |   |                                   | 10         |
| Demonstration of building elevator(s) issues reported to DBI and 311 between 2018-2023 based on publicly available information. |                               |   |                                   | 5          |
| <b>Maximum Points</b>   |                               |   |                                   | <b>115</b> |

## **IX. VENDOR SELECTION**

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The City shall award agreements to the applicants that meet the Minimum Proposal Requirements and receives the highest-ranking scores. 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 Proposal Requirements**

Applicants must provide documentation that clearly demonstrates each Minimum Proposal Requirement listed in III. Minimum Proposal Requirement. Minimum Proposal Requirement documentation should be clearly marked to indicate which Minimum Qualification it supports. Each proposal will be reviewed for initial determination on whether Applicant meets the Minimum Proposal Requirement referenced in the NOFA. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Proposal Requirements will not be eligible for further consideration in the evaluation process.** The Applicant’s responses to Minimum Proposal Requirements and required attachments will be reviewed to determine qualification and eligibility for award.

## **VIII. 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.

**IX. 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/2023/02/G-100-Grant-Template-1-22-HSH-1-22.pdf>

Please see HSH’s standard P-600 contract agreement here: <https://hsh.sfgov.org/wp-content/uploads/2023/02/P-600-Professional-Services-Contract-1-22-HSH-1-22.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.

**X. 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)

#### **XI. 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.

## **XII. 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.