



City and County of San Francisco

Informal Solicitation
Diversity Equity and Inclusion Training – Latinx Challenges
Solicitation#HSH2021-133 (#133)
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Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invite Applications from qualified Applicants to deliver training to HSH employees and community-based homelessness service providers surrounding racial equity work focused on impact in the Latinx community.

Schedule¹

Solicitation Issued	September 7, 2021
Solicitation Questions Deadline	September 13, 2021 by 5:00 pm
Solicitation Answers and Clarifications Published	September 15, 2021
Applications Due	September 28, 2021 by 5:00 pm
Intent to Award Notification	October 2021
Agreement Commences	Fall 2021

Solicitation Questions and Communications

Interested parties are directed **not** to contact any employees, agents, or officials of the City other than those specifically designated in this Solicitation. No questions will be accepted the solicitation Questions Deadline with the exception of Applicant specific City vendor compliance form questions. All questions must be submitted by email to HSHProcurements@sfgov.org by the Solicitation Questions Deadline.

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 and Intent

A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites applications from qualified organizations to provide Diversity, Equity, and Inclusion training. HSH expects to enter into an initial agreement cover the period of November 1, 2021 to June 30, 2022. This Solicitation shall be valid for a period of five years.

Since its launch, HSH has emphasized racial equity in its work to address homelessness. In acknowledging that racism is a root cause of homelessness, it is imperative that race and racism must be discussed and addressed on an interpersonal and structural level to truly make positive impact on the lives of people experiencing homelessness.

The HSH Strategic Framework included a call for making the Homelessness Response System (HRS) more equitable as one of several 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, LGBTQ+ 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 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. Developing tools and training focusing on racial equity is critically important to getting to different outcomes in our communities. The goal must be beyond closing the gap; HSH intends to establish appropriate benchmarks that lift all populations while paying close attention to those often excluded.

Not only must HSH recognize that it participates in a racist system that continues to exclude and undervalue people of color, but it must also confront the root causes and manifestations of structural racism. This requires HSH to eliminate practices and cultural messages that reinforce differential outcomes based on race, and to replace them with ones that promote and sustain racial equity within the City's Homelessness Response System (HRS). Building a race equity culture is the foundational work of advancing race equity. It creates the conditions that help HSH adopt an anti-racist culture and actions that center race equity in its work.

The intent of the solicited training is to:

- Engage participants in critical analysis of racism and its specific impact on Latinx communities;
- Understand available models and tools for sustaining equity processes, including responding to the COVID-19 pandemic and subsequent housing response;
- Develop opportunities for cross-cultural dialogue and self-reflection; and
- Develop options for application of models and tools both on an individual and organizational level.

B. Overview of HSH's Strategic Framework and Statement of Need

In October 2017, the HSH published its Strategic Framework, which lays out the Department's vision and top priorities for significantly reducing homelessness in San Francisco within a five-year period. It describes the key elements of a Homelessness Response System (HRS) designed to curb homelessness and looks at each of the three primary groups experiencing homelessness in San Francisco—adults, families with children, and youth—and what is needed to better meet the unique needs of each.

The Framework seeks to align existing and new programs within a system that treats homelessness as an emergency to be responded to quickly and effectively. To effectively implement this system-wide approach, all resources and programs must employ consistent, compassionate, and common-sense strategies with measurable goals. Using a system of Coordinated Entry, Problem Solving and prioritization, HSH and its partners will match resources to needs and ensure that those with the greatest challenges receive targeted assistance. Data and accountability will be built into the system. The strengths and dignity of people who are experiencing homelessness will be elevated throughout the system.

The Strategic Framework lays out HSH's vision for significantly reducing homelessness in San Francisco and quickly getting house keys into as many hands as possible. Respondents are encouraged to familiarize themselves with the Framework, which may be found at hsh.sfgov.org.

C. Funding Sources

The current source of funding for services provided under this Solicitation is the City's General Fund.

Future sources for services provided under this Solicitation may include other federal, state, and local funds. Payment for all services provided in accordance with provisions under this Solicitation 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 Solicitation.

II. Scope of Work

This section is a general guide to the work the City expects Awarded Contractors to perform and may be modified upon award.

A. Overview of Awarded Contractor Scope of Work and Description of Services

1. Contractor shall provide training on the following topics as required by the Solicitation:
 - a. Training shall be comprised of at least sixteen hours of online workshops facilitated by Contractor.
 - b. Training shall be tailored to at least 50 attendees, comprised of HSH staff and HSH service providers. Contractor may choose the format of the training, including breakout groups, of fewer than 50 attendees at a time.
 - c. Training should include, but is not limited to the following:
 - Understanding of the history of anti-Blackness in Latinx culture and any application models and toolkits;
 - Understanding of the disparate impact of public health emergencies on the Latinx community; and
 - Understanding of affinity groups within organizations, their history, various models, their organizational value and assist HSH staff in the development and organization of affinity groups.
2. Contractor shall consult with key stakeholders, including HSH Chief Equity Officer and HSH's Diversity, Equity and Inclusion Committee on content and process of trainings to increase impact and understand HSH's goals and needs. Contractor shall incorporate the time needed for this work into their project budget.

III. Pre-Application Information

A. Solicitation Questions Deadline

Due to social distancing requirements, there will be no in-person pre-Application conference. Applicants may submit questions via email to: HSHProcurements@sfgov.org until the Solicitation Questions Deadline.

Applicant specific questions about compliance with the City's vendor requirements in section X. Standard City Vendor Forms, are not subject to the above deadline and may still be answered by the contact designated in this Solicitation.

B. Solicitation Answers and Clarifications

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

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

IV. Application Submission Requirements

A. Time and Place for Submission of Applications

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

Applicants shall submit the Application with requested attachments in **one** PDF to HSHProcurements@sfgov.org. The PDF file name and email subject should include the Solicitation number (Solicitation #133) and the Applicant organization's name as such: Solicitation 133 – 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.

B. Application Submission Format

Applicants must submit one Application 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.

C. Application Contents

Applicants must submit the following as their Application:

1. Cover Page:
 - 1.1 Applicant Information: Organization Name, Federal ID Number, City Vendor ID, Mission, Address, Director and Contact Name, Email and Phone, Site Type, Available Applicant Service Capacity, Available Additional Training Offerings.
2. Minimum Qualifications:

Applicants must meet all the Minimum Qualifications (MQs):

 - 2.1 Applicant must have a minimum of two years of experience providing services outlined and must provide references attesting to such experience; and
 - 2.2 Description of how Applicant meets the minimum qualifications to provide the requested services outlined in Scope of Work.

3. Organizational Experience and Program Plan

- 3.1 Applicants must describe their experience, organizational capability, and infrastructure to successfully provide training relating to racial equity work focused on the impact in the Latinx community. Applicants must include applicable resumes, professional qualifications, or other documentation.
- 3.2 Applicants must describe trainings and toolkits relating to the history of anti-Blackness in Latinx culture and any application models. Applicants must include training agendas, sample training materials or other materials that would assist in evaluation.²
- 3.3 Applicants must describe trainings on the disparate racial impact of public health emergencies upon the Latinx community. Applicants must include training agendas, sample training materials or other materials that would assist in evaluation.³
- 3.4 Applicants must describe trainings on affinity groups – their history, various models, their organizational value, and development within organizations. Include training agendas, sample training materials or other materials that would assist in evaluation.³
- 3.5 Applicants must describe experience engaging stakeholders regarding training content and process to increase training impact.
- 3.6 Applicant must include a fee schedule listing the rate (hourly, per session, etc.), and any other costs related to provision of the services and detailed fee schedule for the example of a day-long session and/or sessions described in the Scope of Work. Applicant should include any necessary fees related to stakeholder engagement necessary to fine-tune the development of trains and associated materials.

V. Awarded Contractor Selection

This section describes the guidelines used to evaluate Applications. It is the City’s intent to qualify Applicants for the services in this Solicitation. Qualified Applicants that provide the best overall service package to the City may be selected for agreement negotiations.

Applicants who are qualified are not guaranteed an agreement. Applicants selected for negotiations are not guaranteed an agreement. This Solicitation 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 deciding 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 applicable 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. 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 Solicitation.

² These materials will not be used by HSH outside of the scope of Solicitation evaluation and award.

The City reserves the right to request clarifications from Applicants prior to rejecting an Application for failure to meet the Minimum Qualifications. Clarifications are limited exchanges between the City and Applicant and will not provide an Applicant the opportunity to revise or modify its Application.

C. Solicitation Evaluation

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

Organizational Experience and Program Plan

- 3.1 The Applicant clearly demonstrates that it has the experience, organizational capability, and infrastructure to successfully provide training relating to racial equity work focused on the impact in the Latinx community. (15 points)
- 3.2 The Applicant clearly demonstrates that they have successfully developed and provided trainings and toolkits relating to the history of anti-Blackness in Latinx culture and any application models. (20 points)
- 3.3 The Applicant clearly demonstrates that they have successfully developed and provided trainings on the disparate racial impact of public health emergencies upon the Latinx community. (20 points)
- 3.4 The Applicant clearly demonstrates that they have successfully developed and provided trainings on affinity groups, their history, various models, their organizational value, and their successful development within organizations. (20 points)
- 3.5 The Applicant clearly demonstrates that they have experience engaging stakeholders regarding training content and process to increase impact. (20 points)
- 3.6 The Applicant's proposed budget is sufficiently detailed, reasonable, and matches the solicitation requirements. (5 points)

VI. Terms and Conditions for Receipt of Applications

A. Errors and Omissions in Solicitation

Applicants are responsible for reviewing all portions of this Solicitation. Applicants are to promptly notify the City, in writing, if the Applicant discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. 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 Solicitation

Applicants shall submit all questions concerning this Solicitation, scope of services or requirements in writing by email only before the Solicitation Questions Deadline and directed to: **HSHProcurements@sfgov.org**. All Applicant questions concerning the Solicitation 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.

D. Objections to Solicitation Terms

Should an Applicant object on any ground to any provision or legal requirement set forth in this Solicitation, 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 Solicitation, prior to the Applications Deadline, by issuing Addenda to the Solicitation, 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 Solicitation 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 Solicitation 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 solicitation or excuse the Awarded Contractor from full compliance with the specifications of the solicitation or any agreement awarded pursuant to the Solicitation.

I. Financial Responsibility

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

J. 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.

K. Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), contractors' bids, responses to SOLICITATIONS 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.

L. 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.

M. Reservations of Rights by the City

The issuance of this **Solicitation** does not constitute an agreement by the City that any agreement will 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 Solicitation;

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

N. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from any failure by the City to recognize or act on account of any failure by an Applicant to observe any provision of this Solicitation.

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

P. 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 Solicitation. Documented failure to correct performance/monitoring deficiencies identified in past City and County grants/contracts may result in agency disqualification to participate in this Solicitation.

Q. 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 Solicitation, 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 Solicitation 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 Solicitation.

This Solicitation 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 Solicitation are inadequate to satisfy its needs.

VII. City Agreement Requirements

A. Standard Agreement Provisions

Awarded Contractor will be required to enter into a 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 contract agreement here:

<https://sfgov.org/oca/resources>.

B. Nondiscrimination in Contracts and Benefits

Awarded Contractor 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/>.

C. Companies Headquartered in Certain States

This Solicitation 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>.

D. Minimum Compensation Ordinance (MCO)

Awarded Contractor 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.

E. Health Care Accountability Ordinance (HCAO)

Awarded Contractor 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 Contractors 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.

F. Reserved. (First Source Hiring Program (FSHP)).

G. 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.

H. Insurance Requirements

Upon award, Awarded Contractor 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. Should these insurance thresholds be a barrier to application, contractors are encouraged to reach out to HSH.Procurements@sfgov.org during the Question and Answer period and request consideration from the City for lower insurance thresholds. Additional or varying insurance requirements may be imposed and specified in the awarded agreement.

I. Compliance with Municipal Codes

Awarded Contractors 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 Solicitation.

J. Compliance with Laws and Regulations

Awarded Contractor 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 Contractor 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.

K. 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 Contractor, 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 Contractor.

VIII. Protest Procedures

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

A. Protest of Non-Responsiveness Determination

Within five business days of the City's issuance of a notice of non-responsiveness, any Applicant that has submitted an Application and believes that the City has incorrectly determined that its Application is non-responsive may submit a written notice of protest by email (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth business day following the City's issuance of the notice of non-responsiveness. The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure, or Solicitation provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

B. Protest of Contract Award

Within five business days of the City's issuance of a notice of intent to award contract(s) under this Solicitation, any Applicant that has submitted a responsive proposal, and believes that the City has incorrectly selected another Applicant for award, may submit a written notice of protest by email (fax is not acceptable). Such notice of protest must be received by the City on or before the fifth business day after the City's issuance of the notice of intent to award a contract(s).

C. Protest Submittal

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Applicant, and must cite the law, rule, local ordinance, procedure, or Solicitation provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

All protests must be received by the due date. Protests **must** be submitted by email addressed to Gigi Whitley, Deputy Director for Administration and Finance for the Department of Homelessness and Supportive Housing at Gigi.Whitley@sfgov.org. Protests or notice of protests made by mail, orally (e.g., by telephone) or by FAX will not be considered.

IX. Standard City Vendor Forms

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 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.

B. Mandatory Forms

In order to become eligible to do business with the City, vendors must first become an Approved Supplier by following the instructions on the San Francisco City Partner Become a Supplier page:

<https://sfcitypartner.sfgov.org/pages/become-a-supplier.aspx>.

At a minimum, vendors will be required to complete the following steps:

1. Register to become a "Registered Bidder"
2. Complete a San Francisco Business Tax Registration

3. Complete a 12B Equal Benefits Declaration

To view step-by-step directions on how to become an Approved Supplier, visit <https://sfcitypartnersupport.sfgov.org/support/solutions/articles/11000022936-bidder-a-step-by-step-guide-to-becoming-an-approved-supplier>.

Vendors must have:

1. A City-issued vendor/supplier number;
2. Have all compliance paperwork submitted and approved by the City; and
3. Have an executed agreement or purchase order before payments can be made.

Once a vendor/supplier number has been assigned, an email notification will be provided by the City's Vendor File Support Division. This notification will include instructions on how to sign up to receive payments through the City's vendor/supplier portal.

The City and County of San Francisco requires vendors/suppliers to comply with multiple ordinances and provide proof of insurance coverage, including compliance with the below. Please visit <https://sfgov.org/oca/qualify-do-business> for a list of the forms and when they are required.

- Minimum Compensation Ordinance
- Health Care Accountability Ordinance
- Insurance Requirements
- Payment (Labor and Material Bond)
- Performance Bond
- Local Business Enterprise Program
- Sweatfree Contracting Ordinance
- Nondiscrimination in Contracts