



City and County of San Francisco

Formal Request For Proposals (RFP)
Housing Inspection Services
RFP#HSH2022-136 (RFP# 136)
Contact: Victoria Wong | HSHProcurements@sfgov.org

Summary

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals from qualified Proposers to provide inspection services related to federal subsidized housing, as required by the U.S Department of Housing and Urban Development¹ (HUD) for tenants to secure and sustain housing.

Schedule

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Proposer to check for any Addenda to this Solicitation or other pertinent information posted on the HSH website: <http://hsh.sfgov.org/overview/procurements/>.

Procurement Issued	March 9, 2022
Procurement Questions Deadline	March 16, 2022 by 5:00 pm
Procurement Answers and Clarifications Published	March 21, 2022
Proposals Due	April 6, 2022 by 5:00 pm
Intent to Award Notification	April/May 2022
Agreements Commence	July 2022

Limitation on Communications

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

Appendices

- Appendix 1: Application Template
- Appendix 2: Price Proposal Template

Attachments

- Attachment 1: City's Proposed Agreement Terms
- Attachment 2: Proposer Questionnaire and References
- Attachment 3: CMD Form 3

¹ Federally subsidized housing assisted by the federal HUD must meet the applicable housing quality standards (HQS) under 24 CFR 882.109 and, for single room occupancy housing (SRO), under 24 CFR 882.803 (b).

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I. BACKGROUND

A. Intent

The City and County of San Francisco (City) Department of Homelessness and Supportive Housing (HSH) invites Proposals from qualified Proposers to provide inspection services related to federal subsidized housing, as required by the U.S Department of Housing and Urban Development (HUD) for tenants to secure and sustain housing.

Any organization that wishes to provide inspection services must apply under this procurement. This includes all organizations that are currently providing such services for HSH.

Awarded Contractor is expected to provide all services described in this procurement, in compliance with the funding requirements.

B. Anticipated Agreement Term

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

C. Anticipated Amount Available

A contract awarded pursuant to this procurement shall have a not to exceed (“NTE”) amount of \$450,000 for the initial term. Should the contract be extended, the NTE may proportionally increase as well. The annual budget amount is anticipated to be \$60,000.

D. Indefinite Quantity, As-Needed Contract

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

E. Cooperative Agreement

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

F. Terms and Acronyms Used in this Procurement

Term	Definition
Proposer	Any entity submitting a Proposal in response to this procurement.
Proposal	A response to this procurement detailing how an Applicant will meet the requirements of this procurement.
City	City refers to the City and County of San Francisco.
Continuum of Care (CoC)	Continuum of Care (CoC) is a community plan to organize and deliver housing and services to meet the specific needs of people who are homeless as they move to stable housing and maximize self-sufficiency.

Term	Definition
Department of Homelessness and Supportive Housing (HSH)	The Department of Homelessness and Supportive Housing is the City and County of San Francisco's department responsible for the Homelessness Response System (HRS) and is also referred to as HSH.
Fair Market Rent (FMR)	Fair Market Rents (FMRs), as defined in 24 CFR 888.113 are estimates of 40th percentile gross rents for standard quality units within a metropolitan area or nonmetropolitan county.
Health Insurance Portability and Accountability Act (HIPAA)	The Health Insurance Portability and Accountability Act of 1996 (HIPAA) established national standards for the protection of private health information.
Homeless	The U.S. Department of Housing and Urban Development (HUD) designates an individual or family household as homeless if it lacks a fixed, regular, and adequate nighttime residence. The definition also refers to a household who has a primary nighttime residence that is either a supervised publicly or privately operated shelter designed to provide temporary living accommodations; an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings. HUD's Homeless Definition Final Rule further establishes specific categories of homelessness.
Homelessness Response System (HRS)	The HRS is an overall system of services to address homelessness managed by HSH. The goal of this system is to prevent homelessness when possible and to make it rare, brief, and one-time. The system helps people exit homelessness. Core components of the HRS include Coordinated Entry, Problem Solving, Street Outreach, Temporary Shelter, Housing, and Housing Ladder programs.
Housing	Housing provides permanent solutions to homelessness through subsidies and housing placements. This may include time-limited supports, such as Rapid Rehousing, and time-flexible programs, such as Rent Subsidies and Permanent Supportive Housing (e.g. subsidized housing with services).
Housing Quality Standards (HQS)	HQS establishes the minimum criteria for standard housing to ensure that all households receiving CoC-funded housing assistance reside in safe and adequate housing. The Permanent Supportive Housing units that receive CoC funds must pass a HQS inspection based on the HUD standards that address 13 key categories ² .
HSH Strategic Framework	The HSH Five-Year Strategic Framework outlines ambitious, yet achievable goals of the Department of Homelessness and Supportive Housing (HSH). It provides a roadmap for reducing homelessness in San Francisco and making it a rare, brief, and one-time occurrence: http://hsh.sfgov.org/research-reports/framework/ .
HUD	The United States Department of Housing and Urban Development (HUD) as referenced by Title 42 United States Code section 353.
RFP	RFP is Request for Proposals, also known as procurement or solicitation.

G. Funding and Sources

The funding source for the service in this procurement is federal HUD Continuum of Care (CoC) funding. Currently, HSH anticipates that \$60,000 is available annually for these services. Actual amounts may vary

² https://www.hud.gov/sites/documents/DOC_9143.PDF

based on funding availability, proposal contents, agreement negotiations, Contractor performance, as HSH needs.

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

II. DELIVERING SERVICES WITH EQUITY

Racial equity is a set of social justice practices, rooted in a solid understanding and analysis of historical and present-day oppression, aiming towards a goal of fairness for all. As an outcome, achieving racial equity would mean living in a world where race is no longer a factor in the distribution of opportunity. 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 in order to 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, lesbian, gay, bisexual, and queer (LGBQ+) and transgender persons. Deeply racialized systems are costly and depress outcomes and life chances for people of color experiencing homelessness.

III. SERVED POPULATION

Contractor shall provide inspections, as requested by the HSH Federal Subsidy Team. Contractor shall interact with tenants, who may live with one or more disabilities; landlords; property managers; and governmental agencies.

IV. SCOPE OF WORK

This section is a general guide to the work the City expects Contractor to perform and is not a complete listing of all services or requirements.

- A. Inspection Requests: Contractor shall conduct inspections of HUD CoC-funded housing units for compliance with Housing Quality Standards (HQS), including initial, annual, and/or as needed inspections, within three days of request from the HSH Federal Subsidy Team³.
- B. Inspection: During the inspection, Contractor shall:
 - 1. Explain and clarify the inspection protocol and regulations to tenants, property managers, and landlords;
 - 2. Verify household composition, as needed; and
 - 3. Evaluate whether units meet HQS⁴.

³ The HSH Federal Subsidy Team will coordinate scheduling of inspections. The HSH Federal Subsidy Team will be responsible for contacting landlords and tenants to arrange inspections.

⁴ Form HUD-52580 <https://www.hud.gov/sites/dfiles/OCHCO/documents/52580.PDF>

- C. Inspection Reports: After the inspection, Contractor shall complete the HUD-52580 form for each inspection and submit the completed form via email to the HSH Federal Subsidy Team⁵ within one business day of the inspection.
- D. Incompliance with HQS: In the case of incompliance, Contractor shall:
 - 1. Collaborate with tenants, property managers, and landlords to ensure unit deficiencies are resolved; and
 - 2. Conduct a re-inspection within 15 days of the original inspection⁶.
- E. Cancellations, Rescheduling, “No Shows/No Access” and Invoicing:
 - 1. Inspections may only be cancelled or rescheduled by the HSH Federal Subsidy Team. Contractor may invoice HSH inspections cancelled by HSH if:
 - a. Cancellation occurred in less than 1 business day of the scheduled time; and
 - b. HSH did not schedule another inspection in place of the original one.
 - 2. Contractor may not invoice HSH for Inspections cancelled by Contractor. Contractor cancellations must be rescheduled within two business days.
 - 3. Same-day inspections must be approved in advance by the HSH Federal Subsidy Team. If approval is not obtained prior to inspection, Contractor may not invoice HSH for such inspections.
 - 4. For any initial inspections where access cannot be gained (e.g. landlord is not present) or any annual inspections (e.g. tenant is not present) (also referred to as “No Show” or “No Access”), Contractor shall make all of the below efforts prior to leaving the site. Contractor shall not submit more than one invoice for multiple “No Shows/No Access attempts” for same dwelling unit on the same day.
 - a. Contractor shall exhaust all available forms of communication in gaining access to a unit (e.g. phoning landlord, knocking/doorbell, verbally, contacting property management office, and waiting up to 15 minutes).
 - b. In instances of No Show or No Access, Contractor shall issue a written No Show/No Access notice onsite and notify the HSH Federal Subsidy Team via email within one business day.
- F. Housing Inspection and Rent Reasonableness Evaluation Services:
 - 1. Contractor shall determine and prepare rent reasonableness to ensure a unit’s fair value of rent, including utility allowance if applicable, meets HUD rent reasonableness standards⁷.
 - 2. Contractor shall prepare HUD required rent reasonable studies and/or market analyses to justify rent schedules, as requested by the HSH Federal Subsidy Team.

V. **SERVICE REQUIREMENTS**

- A. Certified Staff: Contractor shall employ staff who are Certified Housing Quality Standards (HQS) Inspectors as verified by review of training attendance logs during annual program monitoring; and who have verified Rent Reasonableness training and certification.
- B. Tools and Transportation: Contractor shall provide its own tools and transportation. Contractor shall complete [HUD Form-52580](#) Inspection Checklist for each HQS inspection it conducts.

⁵ HSH-HQS@sfgov.org

⁶ HUD requires that the owner of a housing unit that fails to meet the HQS correct the defect within 30 calendar days in order for them to receive housing assistance payments (24 CFR 982.404).

⁷ <https://files.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf>

C. Communications: Contractor shall maintain a means of communication and keep HSH informed and comply with City policies to minimize harm and risk. Contractor shall communicate effectively with a variety of stakeholders, including other governmental agencies, community-based organizations, and tenants of the HUD CoC programs. Contractor shall communicate by email, telephone, and in-person, as requested by the HSH Federal Subsidy Team.

D. Record Keeping:

1. Contractor shall maintain all inspection documentation⁸ securely and produce copies in print and electronically, as requested by HSH. Contractor shall back up inspection documentation if it is stored electronically.
2. Any information shared between Contractor, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.

VI. OBJECTIVES

- A. Contractor shall perform inspections within three business days of HSH Federal Subsidy Team request.
- B. Contractor shall provide inspections results to the HSH Federal Subsidy Team no later than one business day following the completion of the inspection.
- C. Contractor shall provide rent reasonableness study/market analysis to the HSH Federal Subsidy Team every three months on a calendar year schedule. The first analysis is due by March 31 annually.

VII. REPORTING REQUIREMENTS

Contractors shall submit all data and reports as required by the City, in a timely and accurate manner, including, but not limited to:

- A. Inspection Reports: Contractor shall submit completed inspection reports electronically to HSH-HQS@sfgov.org, as described in section IV-C Inspection Reports above.
- B. FMR and Rent Reasonableness: Contractor shall submit Rent Reasonableness/market analyses and studies electronically to HSH-HQS@sfgov.org bi-annually.
- C. Ad Hoc Reports, Data and Information: Contractor shall provide Ad Hoc reports, data and information, as required by the City in the format, method and frequency specified by the City.

VIII. PRE-APPLICATION INFORMATION

A. Procurement Questions Deadline

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

⁸ All records pertaining to Continuum of Care funds must be retained for the greater of 5 years or the period specified below. (24 CFR 578.103(c)(1))

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

IX. PROCUREMENT ANSWERS AND CLARIFICATIONS

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

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

X. SUBMISSION REQUIREMENTS

A. Time and Place for Submission of Proposals

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

Applicants shall submit the Appendix 1: Application Template and Appendix 2: Price Proposal Template and include all required attachments in **one** PDF to **HSHProcurements@sfgov.org**. The PDF file name and email subject should include the RFP number (RFP #136) and the Applicant organization's name as such: RFP 136 – 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.

XI. SUBMISSION FORMAT

Applicants must submit one Appendix 1: Application Template and attach an Appendix 2: Price Proposal Template and include all required attachments, comprising the Proposal in one combined PDF document. This is necessary so that all Applications can receive fair and consistent evaluation. Failure to do so may result in the Proposal being deemed Non Responsive. Applications that do not follow the required format may not be considered. Information must be at a level of detail that enables effective evaluation.

XII. PROPOSAL CONTENTS AND EVALUATION CRITERIA

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
1.Summary	Appendix 1: Application Template	1.1 Proposer Information: Vendor Name, Federal ID #, Address, Director Information, Contact Information, Point of Contact Information, Proposed Services, Collaboration information, if any 1.2 Certifications	HSH will review for pass/fail: <ul style="list-style-type: none"> • Did applicants complete Appendix 1: Applicant Template? 	Pass/ Fail

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
2. Minimum Qualification	Appendix 1: Application Template and Attachment 2: Proposer Questionnaire and References	<p>2.1 Evidence that Proposer has three years of experience within the last three years in the performance of services requested by this RFP.</p> <p>2.2 Contractor shall submit documentation of staff certified HUD HQS and Rental Reasonableness training and certification.</p> <p>2.3 A minimum of three years of experience in determining and documenting that the rent to owner/landlord is reasonable based on current rents.</p> <p>2.4 Provide at least three written references from public entities or nonprofit housing sponsors in California in regards to applicant's experience and performance with HQS inspections. References should be from public entities or nonprofit entities that have worked with or are currently working with applicant.</p> <p>2.5 Ability to travel within the City and County of San Francisco to complete assigned inspections scheduled for that day by the end of business day and conduct rent reasonableness studies when requested by the HSH Federal Subsidy team within a week of the request.</p>	<p>HSH will review for completeness/compliance:</p> <p>2.1 Did applicants demonstrate a verifiable minimum of three years of experience delivering inspection services as referenced in the RFP?</p> <p>2.2 Did applicants attach copies of certification?</p> <p>2.3 Did applicants demonstrate a verifiable minimum of three years of rent reasonableness analyses?</p> <p>2.4 Did applicants include at least three references from public or nonprofit entities?</p> <p>2.5 Did applicants include staffing plan to respond to scheduled inspections within the allotted timeframe?</p>	Pass/ Fail

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
3. Plan	Appendix 1: Application Template	3.1 Applicants must describe their communication plan with HSH and any collaborators, including other governmental agencies, community-based organizations, and tenants of the HUD CoC programs.	3.1 How well does the applicants' plan align with the requirements of this RFP (e.g. how thoughtful, clear, and comprehensive are collaboration methods described)?	20
		3.2 Applicant must describe its plan to make effective use of personnel to ensure services are performed in a timely manner; and ensure timeliness standards of completed Inspection reports and Rent Reasonableness/market analyses.	3.2 How well does the applicants' plan align with the requirements of this RFP (e.g. how well suited for these services is the applicant based on its response time to requests and completing reports and analyses)?	20
4. Organizational Experience & Capacity		4.1 Applicant must describe its customer service approach, including delivery of services with equity and respect to both PSH service providers and tenants and solicitation of customer feedback, to fulfil Services as outlined in the RFP.	4.1 How well does the applicants' approach and experience align with the requirements of this RFP (e.g., to what extent does the applicant demonstrate a customer service approach of equity and respect, and are customer feedback mechanisms in place?)	10

Application Section	Submittal Format	Applicant must complete/provide/respond to the following:	Evaluation Criteria	Points
		4.2 Applicant must describe its organizational capabilities and experience in providing housing inspection services, including but not limited to years providing the services and use of a HUD Inspection checklist for the HQS inspection it conducts; including challenges and learnings. The response should speak to organizational capacity to hire, train and retain staff; and to track and report service data.	4.2 How well does the applicants' experience and capacity align with the requirements of this RFP (e.g. how well suited for these services is applicant based on similar experiences and how does applicant address challenges and incorporate learnings)?	25
5. Budget	Appendix 2: Price Proposal Template	5.1 All costs to the City shall be included in the prices entered on the Appendix 2: Price Proposal Template for a 12-month period. a. Proposer must provide basic cost per Inspection. b. Proposer must provide basic cost per rent reasonableness/market analysis.	5.1 How reasonable and appropriate are the proposer's costs within the requirements of this RFP and HSH's needs?	25
Total				100

XIII. CONTRACTOR SELECTION

The City shall award a contract to the Proposer that meets the Minimum Qualifications of this Solicitation whose Proposal receives the highest-ranking score. Responsive Proposals will be evaluated by a panel (“Evaluation Panel”) consisting of one or more parties with expertise related to 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 RFP does not in any way limit the City’s right to solicit similar or identical services. The City may at a future date elect to fund additional Applicants not originally selected for funding, or increase agreement amounts to Contractors.

A. Additional Information

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

B. Minimum Qualifications

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

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

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

XIV. TERMS AND CONDITIONS FOR RECEIPT OF SUBMITTALS

A. Proposal Selection

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.

B. Errors and Omissions in Procurement

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

C. Inquiries Regarding Procurement

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

D. Objections to RFP Terms

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

E. Change Notices

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

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

F. Term of Application

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

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 RFP or excuse the Contractor from full compliance with the specifications of the RFP or any agreement awarded pursuant to the RFP.

I. Financial Responsibility

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

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 or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

K. Public Disclosure (Sunshine Ordinance):

All documents under this procurement process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code 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 benefit until and unless that person or organization is awarded the contract or benefit.

If the City receives a Public Records Request ("Request") pertaining to this procurement, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the City deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Proposer 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 Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

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

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

N. No Waiver

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

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

Q. Cooperative Agreement

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this procurement to obtain some or all of the commodities or services to be provided by Proposer under the same terms and conditions of any contract awarded pursuant to this procurement.

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 RFP, which may be subject to further negotiation and approvals by the City.

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

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

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

The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:

1. Any condition set forth in this RFP;
2. Adequacy of Applicant's plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
3. Delivery time(s).

City reserves the right to inspect an awarded Applicant's place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Applicant's capabilities and qualifications.

Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Applicant and may proceed against the original selectee for damages.

City reserves the right to reject any Proposal on which the information submitted by Applicant fails to satisfy City and/or if Applicant is unable to supply the information and documentation required by this RFP within the period of time requested.

Any false statements made by an Applicant or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

XV. CITY AGREEMENT REQUIREMENTS

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

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

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

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

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

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

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

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

B. Contract Terms and Negotiations

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

C. Standard Agreement Provisions

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

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

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

D. Nondiscrimination in Contracts and Benefits

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/>.

E. 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.

F. Insurance Requirements

Upon award, 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.

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

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Proposer to whom the contract is awarded shall deliver the required bond documents and/or specified insurance certificates and policy endorsements to City. If the Proposer fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Proposer has abandoned its Proposal. Thereupon the tentative award of said contract to this Proposer shall be canceled and City shall notify the Proposer's surety and collect on the Proposer's bond (or the check accompanying its Proposal shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such Proposer to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

G. Compliance with Municipal Codes

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 RFP.

H. Compliance with Laws and Regulations

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 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. Prior to submitting a Proposal in response to this Solicitation, Proposers must ensure they have fully read and understood the “Regulatory and Compliance Requirements” set forth in the City’s standard P-600 contract agreement available at <https://sfgov.org/oca/resources>.

I. 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 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 Contractor.

J. FEMA Emergency & Exigency Grant/Contract Requirements

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

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

XVI. PROTEST PROCEDURES

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

A. Protest Procedures

1. Protest of Non-Responsiveness Determination

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

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Proposer may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written

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

3. Protest of Contract Award

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

4. Delivery of Protests

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

XVII. CITY SOCIAL POLICY REQUIREMENTS

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

A. Proposers Unable to do Business with the City

1. Generally

Proposers that do not comply with laws set forth in San Francisco's Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1, City's Proposed Agreement Terms.

2. Reserved (Administrative Code Chapter 12X)

3. Administrative Code Chapter 12B

A Proposer selected pursuant to this Solicitation may not, during the term of the Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. Refer to Attachment 1, City's Proposed

Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

5. Reserved (Prevailing Wage Ordinance)

6. Health Care Accountability Ordinance

A Proposer selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each Covered Employee, an awarded Proposer shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Proposer selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission's minimum standards are available at <http://sfgov.org/olse/hcao>. Any Subcontract entered into by Proposer shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.

7. Minimum Compensation Ordinance

A Proposer selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Proposer selected pursuant to this Solicitation shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Proposer selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Refer to Attachment 1, City's Proposed Agreement Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation. For the amount of hourly gross compensation currently required under the MCO, see www.sfgov.org/olse/mco. Note that this hourly rate may increase on January 1 of each year and that contractors will be required to pay any such increases to covered employees during the term of the contract. Additional information regarding the MCO is available on the web at www.sfgov.org/olse/mco.

8. Reserved (First Source Hiring Program)

9. Reserved (Sweatfree Procurement)

10. Other Social Policy Provisions

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

XVIII. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

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

B. Reserved (LBE Subcontracting Requirements)