

**City and County of San Francisco  
Formal Request for Proposals for:  
Vulnerable Victim/Survivor Services Grant**

**Sourcing Event ID 0000011765**

This Solicitation can be viewed on the City's Supplier Portal at:  
<https://sfcitypartner.sfgov.org/pages/index.aspx>



Proposal Phase	Tentative Date
Request for Proposals Issued	May 15, 2026 at 4:00 P.M.
Written Questions and Proposed Changes to City's Contract Terms Due Date	May 22, 2026 at 11:59 P.M. email to <a href="mailto:SFDA.VSRFPResponse@sfgov.org">SFDA.VSRFPResponse@sfgov.org</a>
Proposal Due Date	June 5, 2026 at 5:00 P.M. email to <a href="mailto:SFDA.VSRFPResponse@sfgov.org">SFDA.VSRFPResponse@sfgov.org</a>
Notice of Intent to Award	June 22, 2026 at 4:00 P.M. posted at <a href="https://sfcitypartner.sfgov.org/pages/index.aspx">https://sfcitypartner.sfgov.org/pages/index.aspx</a>
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Karima Baptiste Chief, Victim Services Division San Francisco District Attorney's Office 350 Rhode Island St, Ste 400N, San Francisco, CA 94103 Phone: (628) 652-4100 Email: karima.c.baptiste@sfgov.org

<b>MANDATORY MINIMUM QUALIFICATION DOCUMENTATION</b>	<b>Proposers <u>must</u> submit the necessary documentation with their proposals to demonstrate they meet every Minimum Qualification (MQ) requirement set forth in <u>Section V</u> of this solicitation. A proposal that fails to provide the required documentation will not be eligible for further consideration.</b>
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**Attachments**

- Attachment 1: City's Contract Terms
- Attachment 2: Proposer Questionnaire and References

- Attachment 3: Omitted (CMD LBE Forms)
- Attachment 4: Written Proposal Template
- Attachment 5: Price Proposal Template
- Attachment 6: HCAO and MCO Declaration Forms
- Attachment 7: First Source Hiring Form
- Attachment 8: Omitted (Vendor Attestation of Digital Accessibility Compliance)
- Attachment 9: Omitted (WCAG Information Factsheet)
- Attachment 10: Omitted (Sweatfree Contracting Form P-12U-A)

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# **1 RFP Summary**

## **1.1 Introduction**

This Request for Proposals (hereinafter “RFP” or “Solicitation”) is being issued by San Francisco District Attorney’s Office, Victim Services Division (hereinafter, “SFDA VSD” or “City”). SFDA VSD is seeking one highly qualified applicant community based 501(c)(3) non-profit organization that aligns with its mission, vision, goals and values. The selected organization must demonstrate a strong commitment to partnership and collaboration in delivering innovative, culturally responsive services to individuals impacted by violence and crime, including but not limited to LGBTQ individuals. The RFP is intended to identify an active partner capable of helping build a responsive and dynamic system of care that ensures the highest quality of services. The funded organization must either be an approved City and County of San Francisco vendor or apply through a fiscal agent that holds such approval. Additionally, the organization must meet all eligibility and contractual requirements and operate in close collaboration with the SFDA Victim Services Division, emphasizing community partnership

The City has approximately 65 departments, ranging from small to very large. Some departments maintain facilities located outside of the geographic limits of the City. SDFV VSD shall order goods and/or services covered by the awarded contract(s) through the issuance of individual Purchase Orders and/or Task Orders which shall be released against the awarded contract(s) during the contract term.

## **1.2 Selection Overview**

The San Francisco District Attorney’s Office shall award a contract to one highly qualified community based 501(c)(3) non-profit organization 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 will include staff from SFDA. Proposals will be evaluated based on the criteria outlined herein. If applicable, a Contract Monitoring Division (CMD) Contract Compliance Officer will assess Proposal compliance with Local Business Enterprise (LBE) requirements and assign a rating bonus to Proposal scores. The CMD-adjusted scores (if applicable) will then be tabulated, and Proposers will be ranked starting with the Proposer receiving the highest score, then continuing with the Proposer receiving the second highest score, and so on.

## **1.3 Anticipated Contract Term**

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of 3 years. The City at its sole, absolute discretion, shall have the option to extend the term one or more times for up to 2 additional years for a maximum total of 5 years.

## **1.4 Anticipated Contract Not to Exceed Amount**

A contract awarded pursuant to this Solicitation shall have a not to exceed (“NTE”) amount of \$450,000 for the total allowable maximum term. This amount is based on City’s estimated spend over the original advertised contract term of 3 years. Should the City extend the original contract term, it may in its sole discretion increase the contract NTE accordingly.

**1.5 Reserved (Indefinite Quantity, As-Needed Contract)**

**1.6 Cooperative Purchasing and Use by Other City Departments**

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation 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 Solicitation.

**1.7 Contract Terms and Negotiations**

The successful Proposer will be required to enter into a contract in the form attached hereto as Attachment 1, City’s Contract Terms. **City’s Contract Terms are not subject to negotiation.** However, Proposers may identify those contract terms to which they object as part of the questions they submit by the Questions Due Date. City shall evaluate all objections and determine what, if any changes, will be incorporated into City’s Contract Terms prior to the Proposal Due Date. Any such changes will be made known to all Proposers through an Addendum to this Solicitation. Failure to timely execute City’s Contract Terms, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in City’s Contract Terms, 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.

**2 Solicitation 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 published pertinent information.

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### 3 Requirements for Requested Goods and Services

#### 3.1 Goods and/or Services Requested

This Solicitation is being issued by SFDA VSD. SFDA VSD is seeking qualified nonprofit organizations to partner in delivering critical services to victims of violent crime. We invite nonprofit applicants that share our commitment to equity, collaboration, and community-centered care. Selected organizations will provide evidence-based, trauma-informed services to victims of violence, with an emphasis on addressing the unique and complex challenges faced by the most vulnerable communities, including but not limited to LGBTQ communities, including hate crimes, interpersonal violence, and abuse. Applicants should demonstrate a strong understanding of these issues and a track record of effective, culturally responsive service delivery. This Request for Proposals (RFP) is intended to create a responsive, coordinated, and high-quality system of care for survivors in San Francisco. To be eligible, organizations must be a nonprofit entity, be approved vendors with the City and County of San Francisco, meet all contractual requirements, and demonstrate a commitment to collaboration and community partnership.

#### Funding Priorities

The San Francisco District Attorney’s Office Victim Services Division (SFDA Victim Services Division) has established the following funding priorities for this Request for Proposals (RFP):

#### 1. Target Population

##### a. Victims/Survivors of Crime

A victim/survivor of crime is defined as a person who has been directly harmed or threatened with physical injury or death by another person and has suffered physical and/or emotional harm as a result. For the purposes of this RFP, services may also be extended to family members and close relations of victims/survivors, including parents or caregivers, siblings, grandparents, and others with significant personal relationships.

##### b. Priority Population

While all services funded by this grant shall serve all victims/survivors regardless of their race, ethnicity, gender, sexual orientation, and national origin, priority will be given to organizations that demonstrate experience and effectiveness in working with the most vulnerable communities, such as those with expertise serving victims/survivors from the LGBTQ community.

#### 2. Scope of Work

This RFP seeks to identify a nonprofit organization capable of providing culturally competent, trauma-informed direct services to the most vulnerable victims/survivors, such as those with

demonstrated experience serving LGBTQ communities and an understanding of the unique challenges they face.

### **3. Service Types**

#### **a. Direct Services**

Funding must be used for the provision of culturally competent direct services to victims/survivors of crime.

#### **b. Community Outreach and Public Awareness**

Funding may also support community outreach and awareness activities conducted in partnership with the SFDA Victim Services Division. To ensure all survivors/victims of crimes, including those from the most vulnerable communities, have awareness of and access to SFDA Victim Services, outreach efforts shall include LGBTQ communities. All awareness events must be coordinated in partnership with SFDA Victim Services.

### **4. Service Modalities**

#### **a. Trauma-Focused Mental Health Treatment**

Including individual, group, family/child therapy, and psychiatric services.

#### **b. Crisis Response**

24/7, field-based response to urgent community needs.

#### **c. Case Management**

Field-based outreach and comprehensive, wraparound service delivery.

#### **d. Alternative Healing Modalities**

Such as social and wellness groups, healing circles, and other innovative, community-centered approaches to trauma recovery.

### **5. Partnership Requirement**

A strong and active partnership with the SFDA Victim Services Division is required for the funded organizations. Partnerships must include, at minimum: Referrals between the funded organization and SFDA Victim Services, ongoing coordination of care for shared clients, regular participation in meetings, case conferencing, or collaborative planning efforts, and collaboration on outreach and community engagement activities.

## **3.2 Reserved (Regulatory and Compliance Requirements Specific to the Goods/Services Solicited)**

### **3.2.1 Reserved (Web Content Accessibility Guidelines (WCAG) 2.1 Level AA)**

### **3.2.2 Reserved (Green Purchasing Requirements)**

## **3.3 Reserved (Alternates and Samples)**

### 3.4 Reserved (Freight on Board and Shipping Costs)

### 3.5 Reserved (Additional Purchases)

## 4 Local Business Enterprise (LBE) Program Requirements

### 4.1 Reserved (CMD Compliance Officer)

### 4.2 Reserved (Application of LBE Rating Bonuses)

### 4.3 LBE Subcontracting Participation Requirements

There shall be no LBE Subcontracting Requirement for any Contract awarded pursuant to this Solicitation because this is a contract primarily for Chapter 21G Grants to nonprofit entity to provide services to the community, whether funded by the City or by Federal or State grant funds.

### 4.4 Reserved (CMD LBE Forms)

### 4.5 Reserved (LBE Payment and Utilization Tracking)

## 5 Proposal Evaluation Criteria

Evaluation Phase	Maximum Points
Minimum Qualifications Documentation	Pass/Fail
Price Proposal	Pass/Fail
Written Proposal	100 Points
<b>TOTAL</b>	<b>100 Points</b>

## 6 Minimum Qualifications and Documentation Required with Proposal (Pass/Fail)

Proposers must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, MQ2”, etc. ... to indicate which MQ it supports. Each Proposal will be reviewed for initial determination on whether Proposer meets the MQs referenced in this section. **This screening is a pass or fail determination and a Proposal that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process.** The City reserves the right to request clarifications from Proposers prior to rejecting a Proposal for failure to meet the Minimum Qualifications.

MQ #	Description
MQ #1	Proposer’s proposed changes to Attachment 1, City’s Contract Terms, by the Question Due Date.
MQ #2	Completed Attachment 2, Proposer Questionnaire and References.
MQ #3	Completed Attachment 4, Written Proposal Template.
MQ #4	Completed Attachment 5, Price Proposal Template.
MQ #5	Evidence that Proposer has 2 years of experience providing innovative services to San Francisco’s most vulnerable residents, including but not limited to, LGBTQ residents who have been impacted by crime and/or exposure violence.
MQ #6	Proof of community centered, culturally responsive, and linguistically congruent service delivery model.
MQ #7	Proof of non-profit 501(c)(3) status.
MQ #8	Proof of being a city approved vendor and/or proof of partnership with an eligible organization to serve as their “fiscal agent” for grant purposes.

## 7 Written Proposal (100 Points)

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth in **Attachment 4, Written Proposal Template**.

## 8 Price Proposal (Pass/Fail)

### 8.1 Price Proposal Format and Allocation of Points

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Price Proposal consisting of each item set forth in Attachment 5, Price Proposal Template.

### 8.2 Price Proposal Evaluation Period

The City will attempt to evaluate Price Proposals within thirty (30) days after receipt of Proposals. If City requires additional evaluation time, all Proposers will be notified in writing of the new expected award date.

### 8.3 Price Discrepancies

Where applicable, if there is a discrepancy between the Price Proposal and pricing entered by Proposer into the Supplier Portal, the Price Proposal pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

### 8.4 Reserved (Proposing on Separate Items or in Aggregate(s))

## 8.5 Application of Price Proposal Discounts for Evaluating Lowest Price

### 8.5.1 Application of Prompt Payment Discounts to Price Proposal

Prompt Payment discount (discount for prompt payment) will not be taken into consideration in determining the Lowest Responsive Proposal.

### 8.5.2 Reserved (Application of Anticipated Local Tax Revenue Discount to Price Proposal)

### 8.5.3 Sample Price Discount Calculation

Evaluations are performed on a pre-tax basis except in rare instances, where tax may be a factor (i.e., One vendor bundles the commodities and services in such a way that the entire amount must be taxed, while another vendor clearly separates commodities and services).

## 9 Reserved (Oral Interviews)

## 10 Supporting Documentation Required Prior to Contract Execution

Proposers must provide each Required Supporting Documentation (“RSD”) identified below prior to Award. Failure to do so may result in the Proposal being deemed Non-Responsive.

<b>RSD #1</b>	Evidence that Proposer is compliant or likely to become compliant within 30 calendar days of the Proposal Due Date with San Francisco Labor and Employment Code Articles 131 and 132.
<b>RSD #2</b>	<b>Completed Proposal Attachments:</b> <input type="checkbox"/> Attachment 6: HCAO and MCO Declaration Forms <input type="checkbox"/> Attachment 7: First Source Hiring Form
<b>RSD #3</b>	Insurance in accordance with Article 10 of Attachment 1, City’s Contract Terms.
<b>RSD #4</b>	<b>Non-Profit Entities:</b> If Proposer is a non-profit organization and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds:  (1) a statement describing Proposer’s efforts to comply with the Chapter 12L provisions regarding public access to Proposer’s meetings and records, and  (2) a summary and disposition of all complaints concerning the Proposer’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. If no such complaints were filed, the Proposer shall include a statement to that effect.  <i>Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer’s Chapter 12L submissions shall be grounds for</i>

<i>rejection of the Proposal and/or termination of any subsequent agreement reached on the basis of the Proposal.</i>
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## **11 Failure to Provide Insurance and/or Bonds**

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 specified bond documents and/or 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). 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.

## **12 City's Social and Economic Policy Requirements**

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City ("Social and Economic Policy Requirements"). These Social and Economic Policy Requirements can be found in Attachment 1, City's Contract Terms, which Proposers are encouraged to carefully review. The Social and Economic 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.

### **12.1 Nondiscrimination Requirements ("Equal Benefits")**

Proposers awarded any contract exceeding \$230,000 (the City's "Minimum Competitive Amount"), may not, during the term of the Contract discriminate in the provision benefits 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. This Equal Benefits requirement applies in any of the contractor's 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, subject to the conditions set forth in San Francisco Labor and Employment Code Articles 131 and 132. Contractors must submit a declaration confirming that the business complies with the Equal Benefits law. The declaration is available via SF City Partner Supplier Portal. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Ordinance to a contract awarded pursuant to this Solicitation.* For more information, visit the [Contract Monitoring Division \(CMD\) website](#).

### **12.2 Reserved (Payment of Prevailing Wages)**

### **12.3 Health Care Accountability Ordinance (HCAO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 121. For each Covered Employee, the awarded Contractor shall provide the appropriate health benefit set forth in Article 121.3. If the awarded Contractor 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 Article 121, as well as the Health Commission's minimum standards, is available on the web at <http://sfgov.org/olse/hcao>. An awarded Contractor is subject to the enforcement and penalty provisions in Article 121. Any Subcontract entered into by the awarded Contractor shall require any Subcontractor with 20 or more employees 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 Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

### **12.4 Minimum Compensation Ordinance (MCO)**

A Proposer selected pursuant to this Solicitation shall comply with Labor and Employment Code Article 111. For each Covered Employee, the awarded Contractor shall pay no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. An awarded Contractor is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. An awarded Contractor is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

### **12.5 First Source Hiring Program**

A Proposer selected pursuant to this Solicitation shall comply with all of the applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. *Refer to Attachment 1, City's Contract Terms for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.*

### **12.6 Reserved (Sweatfree Procurement)**

### **12.7 Non-Profit Entities**

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

requirements of the Attorney General’s Registry of Charitable Trusts at the time of Contract execution and for the duration of the agreement.

## 12.8 Other Social Policy Provisions

Attachment 1, City’s Contract 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.

## 13 Terms and Conditions for Receipt of Proposals

### 13.1 How to Register to propose and be awarded a City Contract

To submit a proposal for a City contract, all vendors must be registered as a City BIDDER or a SUPPLIER. To be awarded a contract, Proposers must convert their BIDDER ID to a SUPPLIER ID, which requires additional steps to demonstrate compliance with certain San Francisco supplier requirements.

#### 13.1.1 Registering as a BIDDER to propose on a City contract

Proposers that are not currently a City SUPPLIER must obtain a BIDDER ID by completing the following form on the SF City Partner Portal:

<https://sfcitypartner.sfgov.org/pages/BidderRegistration-BS3/bidder-registration-1.aspx>

#### 13.1.2 Converting a BIDDER ID to SUPPLIER ID to be awarded a City contract

To convert a BIDDER ID to a SUPPLIER ID, awarded Proposers are required to register with the City Tax Collector’s Office. Additionally, businesses awarded contracts exceeding \$230,000 (the “Minimum Competitive Amount”) must comply with the City’s Equal Benefits requirements pursuant to Labor and Employment Code Article 131 and must submit the online Equal Benefits Declaration through the [SF City Partner Portal](#).

For detailed instructions on registering for City Business Tax, submitting an Equal Benefits Declaration, and for converting your BIDDER ID to a SUPPLIER ID visit [Contracting with the City and County of San Francisco](#).

- **City Business Tax Registration Inquiries:** For questions regarding business tax registration procedures and requirements, visit [Register a Business | Treasurer & Tax Collector](#), contact the Tax Collector’s Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.
- **Equal Benefits Program Inquiries:** For questions concerning the San Francisco Labor and Employment Code Articles 131 and 132, go to: [www.sfgov.org/cmd](http://www.sfgov.org/cmd).

### 13.2 Proposal Questions and Submissions

#### 13.2.1 Proposer Questions and Requests for Clarification

Proposers shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Proposers

who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. **Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date.** A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Proposer to check for any Addenda and other updates that will be posted on the City's Supplier Portal: <https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx>.

### **13.2.2 Proposal Format**

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

### **13.2.3 Time and Place for Submission of Proposals**

Prior to the Proposal submission deadline, Proposers must email their complete Proposals to [SFDA.VSRFPResponse@sfgov.org](mailto:SFDA.VSRFPResponse@sfgov.org). Late submissions will not be considered. Each original Proposal received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Proposals from further consideration. Late Proposal submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Proposal.

Proposers are encouraged to email their Proposals to [SFDA.VSRFPResponse@sfgov.org](mailto:SFDA.VSRFPResponse@sfgov.org) as early as possible to address any technical issues that may arise during the submission process. In the event a Proposer is unable to upload its complete Proposal into the SF Supplier Portal, Proposer must email its Proposal to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Proposal submission deadline and request confirmation of receipt. Proposer must include in its email: (a) documentation (e.g. screenshots) verifying its inability to email its Proposal to [SFDA.VSRFPResponse@sfgov.org](mailto:SFDA.VSRFPResponse@sfgov.org) and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

## **13.3 RFP Addenda**

The City may modify this Solicitation, prior to the Proposal Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Proposers must monitor the event for new versions. **The Proposer shall be responsible for ensuring that its Proposal reflects any and all Addenda issued by the City prior to the Proposal Due Date regardless of when the Proposal is submitted.** Therefore, the City recommends that the Proposer consult the website frequently, including shortly before the Proposal Due Date, to determine if the Proposer has downloaded all Solicitation Addenda. It is the responsibility of the Proposer to check for any Addenda,

Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

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

### **13.4 Public Disclosure**

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code § 7920.000 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. Information provided, which is covered by this paragraph, will be made available to the public upon request.

If the City receives a Public Records Request ("Request") pertaining to this solicitation, City will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with an opportunity to object to disclosure of the material requested by 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.

### **13.5 Limitation on Communications During Solicitation**

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Proposers and their subcontractors, vendors, representatives and/or other parties under Proposer's control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator 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 not related to this Solicitation.

### **13.6 Proposal Selection Shall not Imply Acceptance**

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

### **13.7 Cybersecurity Risk Assessment**

As part of City's evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product's performance, and/or accessing City's networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

The following Third-Party Audit Reports can be used to satisfy CCSF's Cybersecurity Risk Assessment requirement:

- SOC 2 Type 2
- ISO/IEC 27001
- CSA STAR Level 2
- FedRAMP
- StateRAMP
- HITRUSTCSF – *products or services that primarily relate to the Healthcare industry ONLY.*
- PCI DSS Level 1 – *products or services that primarily relate to the Payment Processing industry ONLY.*
- NIST 800-53

In addition to the Third-Party Audit Reports mentioned above, City and County of San Francisco's CRA requirement can also be satisfied by providing a completed CAIQ Lite Questionnaire or completing the City's CRA Questionnaire in the City's LogicGate portal.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

The above reports may be requested at such time City has selected or is considering a potential Proposer. The reports will be evaluated by the soliciting Department and the City's Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may afford a potential Proposer an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City's on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities' cybersecurity program, penetration testing, and/or code reviews.

### **13.8 Solicitation Errors and Omissions**

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to promptly notify the City, in writing and to the Solicitation contact person if the Proposer 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 the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

## **13.9 Objections to Solicitation Terms**

Should a Proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the Proposer must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

## **13.10 Protest Procedures**

### **13.10.1 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.

### **13.10.2 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.

### **13.10.3 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.

### **13.10.4 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.

### **13.11 Proposal Term**

Submission of a Proposal signifies that the proposed products, services and prices are valid for 180 calendar days from the Proposal Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Proposer's election, the Proposal may remain valid beyond the 180-day period in the circumstance of extended negotiations.

### **13.12 Revision to Proposal**

A Proposer may revise a Proposal on the Proposer's own initiative at any time before the deadline for submission of Proposals. The Proposer must submit the revised Proposal in the same manner as the original. A revised Proposal must be received on or before, but no later than the Proposal Due Date and time. In no case will a statement of intent to submit a revised Proposal, or commencement of a revision process, extend the Proposal Due Date for any Proposer. At any time during the Proposal evaluation process, the City may require a Proposer to provide oral or written clarification of its Proposal. The City reserves the right to make an award without further clarifications of Proposals received.

### **13.13 Proposal Errors and Omissions**

Failure by the City to object to an error, omission, or deviation in the Proposal will in no way modify the Solicitation or excuse the Proposer from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

### **13.14 Financial Responsibility**

The City accepts no financial responsibility for any costs incurred by a Proposer in responding to this Solicitation. Proposers acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

### **13.15 Proposer's Obligations under the Campaign Reform Ordinance**

If a contract awarded pursuant to this Solicitation has (A) a value of \$100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Proposers are hereby advised:

1. Submission of a Proposal in response to this Solicitation may subject the Proposers to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Proposers, and their affiliates from making political contributions to certain City elective officers and candidates; and
2. Before submitting a Proposal in response to this Solicitation, Proposers are required to notify their affiliates and subcontractors listed in the awarded contract or Proposal of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party's board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or

Proposal. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.

The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Proposal for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Proposers should contact the San Francisco Ethics Commission at [\(415\) 252-3100](tel:4152523100) or go to <https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders>.

### **13.16 Reservations of Rights by the City**

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Proposal, or Proposal procedure;
2. Reject any or all Proposals;
3. Reissue the Solicitation;
4. Prior to submission deadline for Proposals, 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 Proposals;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

### **13.17 No Waiver**

No waiver by the City of any provision of this Solicitation shall be implied from the City's failure to recognize or take action on account of a Proposer's failure to comply with this Solicitation.

### **13.18 Other**

- 1) 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:
  - a. Any condition set forth in this Solicitation;
  - b. Adequacy of Proposer's facilities and/or equipment, location and personnel to supply the goods to be delivered or properly perform all services required under the anticipated contract; and
  - c. Delivery time(s).

- 2) City reserves the right to inspect an awarded Proposer'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 Proposer's capabilities and qualifications.
- 3) 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 Proposer and may proceed against the original selectee for damages.
- 4) City reserves the right to reject any Proposal on which the information submitted by Proposer fails to satisfy City and/or if Proposer is unable to supply the information and documentation required by this Solicitation within the period of time requested.
- 5) Any false statements made by a Proposer or any related communication/clarification may result in the disqualification of its Proposal from receiving further evaluation and a contract award.

**Sourcing Event 0000011765**  
**Attachment 1**  
**City's Proposed Agreement Terms**

## GRANT AGREEMENT

Between  
CITY AND COUNTY OF SAN FRANCISCO  
and

**[INSERT NAME OF GRANTEE]**  
[INSERT DEPARTMENT AGREEMENT ID, IF ANY]  
[INSERT PEOPLESOFT AGREEMENT ID]

This Grant Agreement (“Agreement”) is made as of **[August 1, 2026]**, in the City and County of San Francisco, State of California, by and between **[INSERT NAME OF GRANTEE IN ALL CAPS]** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO (“City”), acting by and through **San Francisco District Attorney’s Office, Victim Services Division** (“Department”).

### Recitals

WHEREAS, Grantee has applied to the Department for a **Victim Survivor Services Grant** to fund the matters set forth in a grant plan; and summarized briefly as follows:

**SFDA seeks to fund one highly qualified applicant community based 501(c)3 non-profit organization that shares a vision, mission, goals, values, and commitment to partnership and collaboration to provide innovative, culturally responsive services to victims and survivors who have been impacted by crime and exposed to violence, including but not limited to members of the LGBTQ community. This RFP seeks active partners in forging a responsive and dynamic system to provide the highest quality of services possible. The organization receiving funds through this RFP must be a San Francisco city- approved vendor (or applying through a fiscal agent that is a San Francisco city-approved vendor), meet specific eligibility and contractual requirements and operate in a spirit of community partnership including collaboration with the SFDA Victim Services Division; and**

WHEREAS, Grantee is acting as a fiscal sponsor for **[name of sponsored project/entity]**; and

WHEREAS, grants awarded by City or Department are governed by San Francisco Administrative Code Chapter 21G, unless otherwise stated herein; and

WHEREAS, the Grant was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals (RFP) **[specify which RFP and Program Area, and Victim/Survivor Services Grant]**, issued on **[date of RFP]**, in which City selected Grantee because **[insert reason]**; and

WHEREAS, the Department has filed Ethics Form 126f2 (Notice of Submission of Proposal) because this Agreement has a value of \$100,000 or more in a fiscal year and will require the approval of **an elected officer of the City**; and

WHEREAS, the Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of \$100,000 or more in a fiscal year and will require the approval of **an elected officer of the City**; and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

## **Article 1    Definitions**

**1.1    Specific Terms.** Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

1.1.1    “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

1.1.2    “Application Documents” shall mean collectively: (a) the grant application and proposal submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (b) all documents, correspondence and other written materials submitted with respect to the grant application; and (c) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

1.1.3    “Budget” shall mean the budget attached hereto as part of Appendix B (“Definition of Grant Plan and Budget”).

1.1.4    “Charter” shall mean the Charter of City.

1.1.5    “Confidential Information” shall mean confidential City information including, but not limited to, personal identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information.

1.1.6    “Contractor” shall have the meaning as “Grantee” if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.

1.1.7    “Controller” shall mean the Controller of City.

1.1.8    “Deliverables” shall mean Grantee’s or its subcontractors’ work product, including any partially completed work product and related materials, resulting from the services provided by Grantee to City during Grantee’s performance of the Agreement, including without limitation, the work product described in the Grant Plan.

1.1.9    “Eligible Expenses” shall have the meaning set forth in Appendix A (“Definition of Eligible Expenses”).

1.1.10    “Event of Default” shall have the meaning set forth in Section 11.1 (“Event of Default”).

1.1.11    “Fiscal Sponsor” shall mean an entity or organization that offers its legal and tax-exempt status to another person, entity, or organization pursuant to a fiscal

sponsorship agreement; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity, or organization, the fiscal sponsor has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs. Grantee is acting as a Fiscal Sponsor for [INSERT NAME OF SPONSORED PROJECT OR ENTITY]. A copy of the fiscal sponsorship agreement is attached as Appendix [H or other appropriate letter].

1.1.12 “Fiscal Quarter” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.

1.1.13 “Fiscal Year” shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.

1.1.14 “Funding Request” shall have the meaning set forth in Section 5.3.1.

1.1.15 “Grant” shall mean this Agreement.

1.1.16 “Grant Funds” shall mean all funds allocated or disbursed to Grantee under this Agreement.

1.1.17 “Grant Plan” shall have the meaning set forth in Appendix B (“Definition of Grant Plan and Budget”).

1.1.18 “Indemnified Parties” shall mean: (a) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (b) City’s elected officials, directors, officers, employees, agents, successors and assigns; and (c) all persons or entities acting on behalf of any of the foregoing.

1.1.19 “Losses” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

1.1.20 “Publication” shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, including social media publishing, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.

**1.2 Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of the Department. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation”. The use of the term “subcontractor,”

“successor” or “assign” herein refers only to a subcontractor (“subgrantee”), successor or assign expressly permitted under Article 13 (“Assignment and Subcontracting”).

**1.3 References to this Agreement.** References to this Agreement include: (a) all appendices, exhibits, schedules, attachments hereto; (b) all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) all amendments, modifications or supplements hereto made in accordance with Section 17.2 (“Modification”). References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

## **Article 2 Appropriation and Certification of Grant Funds; Limitations on City’s Obligations**

**2.1 Risk of Non-Appropriation of Grant Funds.** This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

**2.2 Certification of Controller.** Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

**2.3 Automatic Termination for Non-Appropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.

**2.4 Supersedure of Conflicting Provisions.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.

**2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a

written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

### **Article 3 Term**

3.1 **Duration of Term.** The term of this Agreement shall commence on **August 1, 2026** and expire on **July 31, 2029**, unless earlier terminated as otherwise provided herein.

3.2 **Authorization to Commence Work.** Grantee shall not, and shall not cause its subcontractors or subgrantees, to begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

### **Article 4 Implementation of Grant Plan**

4.1 **Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.

4.2 **Qualified Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

4.3 **Ownership of Results.** Any interest of Grantee or any subgrantee, in Deliverables specified in the Grant Plan shall become the property of and be promptly transmitted to City unless the Grant Plan states that Grantee retains ownership of such Deliverables. Grantee shall retain ownership of all other work product created in connection with Grantee's performance of the Agreement. Notwithstanding the foregoing, and in conjunction with Section 4.5, City has the right to inspect, display, distribute, exhibit, reproduce or otherwise use all Deliverables and work product, regardless of ownership rights, for governmental purposes and may retain copies for reference, reporting, and archival purposes. Grantee may retain and use copies of any City-owned Deliverables for reference and as documentation of its experience and capabilities.

4.4 **Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards,

photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

#### **4.5 Publications and Work Product.**

4.5.1 Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.

4.5.2 Without limiting the obligations of Grantee set forth in subsection 4.5.1 above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and City shall have no liability or responsibility for any such contents. City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.

4.5.3 Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.

4.5.4 City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of

services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

4.5.5 City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

4.5.6 Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

4.6 Restricted Funds. All funds received under this Agreement are restricted to solely support the sponsored project described in Appendix B ("Definition of Grant Plan and Budget") and not for any other purpose. Notwithstanding the foregoing, fiscal sponsorship fees as set forth in the Agreement are allowed. Grantee must refund to City any portion of City funds not used in accordance with Appendix B if: a) there are any remaining City funds after the termination or expiration of this Agreement; b) funds were not used exclusively for the sponsored project; c) the fiscal sponsorship relationship between Grantee and the sponsored entity terminates; or d) City terminates this Agreement with Grantee.

## **Article 5 Use and Disbursement of Grant Funds**

5.1 **Maximum Amount of Grant Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed **FOUR HUNDRED FIFTY THOUSAND Dollars (\$450,000)**.

### **5.2 Use of Grant Funds.**

5.2.1 **Eligible Expenses.** Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A ("Definition of Eligible Expenses") and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

### **5.2.2 Reserved (Advanced Payments).**

5.3 **Disbursement Procedures.** Grant Funds shall be disbursed to Grantee as follows:

5.3.1 Grantee shall timely submit to the Department for approval, in the manner specified for notices pursuant to Article 15 ("Notices and Other Communications"), a

document (a “Funding Request”) substantially in the form attached as Appendix C (“Form of Funding Request”). All items listed in the Funding Request must be Eligible Expenses. All Funding Requests shall be submitted no later than 30 days after the end of each month, except for the last Funding Request of the fiscal year which must be submitted within 15 days before the end of July. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.

5.3.2 The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion.

5.4 **Reserved (State or Federal Funds).**

5.5 **Reserved (Payment of Prevailing Wages).**

## **Article 6 Reporting Requirements; Audits; Penalties for False Claims**

6.1 **Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

6.1.1 **Annual Economic Statement.** If Grantee is a nonprofit organization that receives a cumulative total of at least \$1,000,000 annually from or through City, to provide direct services to the public, Grantee shall file with City Administrator or otherwise make publicly available in a manner authorized by the City Administrator, an annual economic statement that complies with San Francisco Administrative Code Section 10.1.

6.1.2 **Nonprofit Monitoring.** If Grantee is a nonprofit organization that receives a total of at least \$1,000,000 in funding from City in a fiscal year, Grantee must submit an audited balance sheet and related statement of income and cash flows for that fiscal year certified by an independent accounting firm within six months after the end of the fiscal year in compliance with San Francisco Administrative Code Section 10.6-1.

6.2 **Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of its legal status described in Section 8.1 (“Organization; Authorization”).

6.3 **Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the

representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.

**6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.

**6.5 Books and Records.** Grantee shall establish and maintain, and instruct subcontractors and subgrantees to establish and maintain as appropriate, accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain, and instruct subcontractors and subgrantees to establish and maintain as appropriate, accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain, and instruct subcontractors and subgrantees to establish and maintain as appropriate, all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

**6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5 (“Books and Records”). Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make copies from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

**6.7 Submitting False Claims.** Grantee shall only submit a Funding Request to City upon a good faith and honest determination that the funds sought are for Eligible Expenses, and shall only use Grant Funds for payment of Eligible Expenses. Any Grantee who submits a False Claim as defined under Administrative Code Section 21.G.7(f) shall be liable to City for three times the higher of (A) the amount of damages that City sustains due to the False Claim, or (B) the amount of the False Claim. Any such Grantee shall also be liable to City for all costs, including attorneys’ fees, of a civil action brought to recover any penalties or damages, and may be liable to City for a civil penalty of up to \$10,000 for each False Claim.

6.8 **Grantee's Board of Directors.** If Grantee is a nonprofit, it shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws. Grantee's board of directors shall exercise such oversight responsibility over this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

## Article 7 Taxes

7.1 **Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 **Use of City Real Property.** If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

7.2.1 Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

7.2.2 Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.

7.2.3 Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 **Withholding.** Grantee agrees that it is obligated to pay all amounts due to City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

## Article 8 Representations and Warranties

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

**8.1 Organization; Authorization.** Grantee is a nonprofit corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.

**8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15.1 ("Requirements"). All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.

**8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

**8.4 Conflict of Interest.**

**8.4.1** Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the 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, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement.

**8.4.2** Only one member of an immediate family may serve as an officer, director or employee with Grantee's organization without City's prior written consent. Additional family members may be affiliated with Grantee with the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).

**8.5 No Other Agreements with City.** Except as expressly itemized in Appendix D ("Grantee's Interests in Other City Contracts"), neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof. Grantee shall promptly notify City of Grantee's interest in any other City contracts arising after execution of this Agreement that are substantially related to the services funded under the Grant Plan. Grantee shall not accept payment from any other City source for the work defined in the Grant Plan.

**8.6 Subcontracts.** Except as may be permitted under Section 13.3 (“Subcontracting”), Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

**8.7 Eligibility to Receive Funds.** Grantee is not currently suspended, debarred, or otherwise excluded from entering into an Agreement with City pursuant to San Francisco Administrative Code Chapter 28. Grantee will not enter into any contract or subcontract, including but not limited to leases or grants with any entity or individual that has been suspended or debarred as defined in Chapter 28.

**8.7.1 Federal Funds.** By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

**8.8 Good Standing.** If applicable, Grantee represents that it is in good standing with the California Attorney General’s Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General’s Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

## **Article 9 Indemnification and General Liability**

**9.1 Indemnification.** Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7 (“Taxes”); or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee’s obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation,

consultants and experts and related costs and City's costs of investigating any claims against City.

**9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1 ("Indemnification"): (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.

**9.3 Incidental and Consequential Damages.** Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

**9.4 LIMITATION ON LIABILITY OF CITY.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

## **Article 10 Insurance**

**10.1 Types and Amounts of Coverage.** Without limiting Grantee's liability pursuant to Article 9 ("Indemnification and General Liability"), Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

10.1.1 Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.

10.1.2 Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property

Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

10.1.3 Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.1.4 Cyber and Privacy Liability Insurance with limits of not less than \$1,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

10.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability insurance policies shall:

10.2.1 Name as additional insured City and County of San Francisco, its officers, agents and employees.

10.2.2 Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 **Additional Requirements for All Policies.** All policies shall provide at least thirty (30) days advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 **Required Post-Expiration Coverage.** If any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** If any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

10.6 **Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance including evidence of additional insured endorsements, from insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement. **If Grantee is providing fiscal sponsorship services in connection with this Agreement, Grantee shall provide evidence that the activities of the**

sponsored project or subgrantee are covered by the applicable policies. Grantee shall provide complete copies of all policies promptly upon City's request.

10.7 **Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

10.8 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this Agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall include City and County of San Francisco, its officers, agents, and employees and the Grantee, and/or Fiscal Sponsor as additional insureds.

10.9 **Worker's Compensation.** The Workers' Compensation policy(ies) shall provide a waiver of subrogation in favor of City for all work performed by the Grantee, its employees, agents and subcontractors.

## Article 11 Events of Default and Remedies

11.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

11.1.1 **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.

11.1.2 **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10 ("Insurance").

11.1.3 **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 ("Representations and Warranties") or 16 ("Compliance").

11.1.4 **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

11.1.5 **Cross Default.** Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).

11.1.6 **Voluntary Insolvency.** Grantee (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (e) takes action for the purpose of any of the foregoing.

**11.1.7 Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Grantee.

**11.2 Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

**11.2.1 Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

**11.2.2 Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by City in its sole discretion, shall be disbursed without interest.

**11.2.3 Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.

**11.2.4 Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

**11.3 Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

**11.3.1** Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;

11.3.2 Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and

11.3.3 Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

11.3.4 In no event shall City be liable for costs incurred by Grantee or any of its subcontractors or subgrantees after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

**11.4 Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

## **Article 12 Disclosure of Information and Documents**

### **12.1 Protection of Data and Information.**

**12.1.1 Proprietary or Confidential Information of City.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to Confidential Information, the disclosure of which to third parties may be damaging to City or those such individuals or organizations that provided the information. Grantee agrees that all Confidential Information disclosed to Grantee under this Agreement shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent entity would use to protect its own proprietary or confidential data. At the request of City or termination or expiration of this Agreement, Grantee shall promptly return all Confidential Information given to, or collected by Grantee, and/or destroy such data in any form or medium in which Grantee stores the data.

**12.1.2 Protection of Private Information.** Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 21G of the Administrative Code, or debar the Grantee.

**12.2 Sunshine Ordinance.** Grantee acknowledges that this Agreement and all City records related to its formation, Grantee's performance of the Grant Plan, and City's payment hereunder are subject to the California Public Records Act, (California Government Code §7920.000 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

12.3 **Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant (“Project”) and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

## **Article 13 Assignment and Subcontracting**

13.1 **No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all the assets of Grantee shall be deemed an assignment for purposes of this Agreement.

13.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.

13.3 **Subcontracting.** If Appendix E (“Permitted Subgrantees”) lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract to those listed subgrantees on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, Grantee shall have no rights under this Section. After execution of this Agreement, if Grantee identifies a need to enter into a subgrant to accomplish the Grant Plan, Grantee must obtain advanced written approval from City.

13.3.1 **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

13.3.2 **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the

subgrantee, the audit and inspection rights set forth in Section 6.6 (“Inspection and Audit”). Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

**13.4 Grantee Retains Responsibility.** Grantee shall remain liable for the performance by any assignee or subgrantee of all the covenants terms and conditions contained in this Agreement.

## **Article 14 Independent Contractor Status**

**14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

**14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee’s work only, and not as to the means by which such a result is obtained.

### **14.3 Consequences of Recharacterization.**

**14.3.1** Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.

**14.3.2** Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

**14.3.3** A determination of employment status pursuant to either Section 14.3.1 or Section 14.3.2 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City’s financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

## Article 15 Notices and Other Communications

15.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:

If to the Department or City: **SFDA, Victim Services Division**  
**350 Rhode Island, North Bldg., Suite 400N**  
**San Francisco, CA 94103**  
**Attn: Karima Baptiste**  
Date: \_\_\_\_\_

If to Grantee: **<<INSERT NAME OF GRANTEE >>**  
**<<INSERT ADDRESS>>**  
**San Francisco, CA <<INSERT ZIP CODE>>**  
**Attn: <<INSERT CONTACT NAME>>**  
Date: \_\_\_\_\_

Any notice of default or data or security breach must be sent by certified mail or other trackable written communication, and also by e-mail, with the sender using the receipt notice feature. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party at least (10) days prior to the effective date of such change. If email notification is used, the sender must specify a receipt notice.

15.2 **Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.

15.3 **Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by giving written notice to the other party.

## Article 16 Compliance

### 16.1 Governmental Conduct Related Contractual Obligations.

16.1.1 **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12G, no funds appropriated by City for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (a) Grantee shall keep and maintain appropriate records

to evidence compliance with this section, and (b) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by City or its designee to ensure compliance with this section. In the event Grantee violates the provisions of this section, City may, in addition to any other rights or remedies available hereunder, (a) terminate this Agreement and any other agreements between Grantee and City, (b) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (c) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

**16.1.2 Limitations on Contributions.** By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (a) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (b) a candidate for that City elective office, or (c) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to City department with whom it is contracting.

## **16.2 Employment Related Contractual Obligations.**

**16.2.1 Minimum Compensation Ordinance.** Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web <https://www.sf.gov/departments--office-labor-standards-enforcement>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

**16.2.2 Health Care Accountability Ordinance.** Labor and Employment Code Article 121 applies to this Agreement. Grantee shall comply with the requirements of Article 121. For each Covered Employee, as defined in Article 121, Grantee shall provide the appropriate health benefit set forth in Article 121.3 of the HCAO. If Grantee 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 Article 121, as well as the

Health Commission's minimum standards, is available on the web <https://www.sf.gov/departments--office-labor-standards-enforcement>. Grantee is subject to the enforcement and penalty provisions in Article 121. Any subcontract entered into by Grantee shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

**16.2.3 First Source Hiring Program.** Grantee must comply with all provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Grantee is subject to the enforcement and penalty provisions in Chapter 83.

**16.2.4 Working with Minors.** In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach, Grantee shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Grantee, or any subgrantee, is providing services to City involving the supervision or discipline of minors or where Grantee, or any subgrantee, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Grantee and any subgrantee shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

**16.2.5 Drug-Free Workplace Policy.** Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

**16.2.6 Nondiscrimination Requirements.**

(a) Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

(b) **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Grantee does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

### 16.3 Environmental Related Contractual Obligations.

#### 16.3.1 Distribution of Beverages and Water.

(a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

(b) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

#### 16.3.2 Wood Products.

(a) **Tropical Hardwood and Virgin Redwood Ban.** Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

(b) **Reserved (Preservative-treated Wood Containing Arsenic).**

16.3.3 **Food Service Waste Reduction Requirements.** Grantee agrees to comply fully with and be bound by all the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

16.3.4 **Resource Conservation; Liquidated Damages.** Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference.

Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

**16.4 Public Access to Meetings and Records.** If Grantee receives a cumulative total per year of at least \$1,000,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for City to terminate and/or not renew the Agreement, partially or in its entirety.

**16.5 Compliance with Laws Requiring Access for People with Disabilities.**

**16.5.1** Grantee acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to people with disabilities. Grantee shall provide the services specified in this Agreement in a manner that complies with the ADA and all other applicable federal, state and local disability rights legislation. Grantee shall not discriminate against people with disabilities in connection with all or any portion of the Grant Plan and further agrees that any violation of this prohibition on the part of Grantee, its employees, agents or assigns will constitute a material breach of this Agreement.

**16.5.2 Reserved (Web and Mobile Content Accessibility).**

**16.6 Compliance with Other Laws.** Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

## **Article 17 Miscellaneous**

**17.1 No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not

be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

17.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 **Reserved.**

17.4 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 **Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A, Definition of Eligible Expenses
- Appendix B, Definition of Grant Plan and Budget
- Appendix C, Form of Funding Request
- Appendix D, Grantee's Interests in Other City Contracts
- Appendix E, Permitted Subgrantees
- Appendix F, Confidentiality and Privacy of Participant Information
- Appendix G, Fiscal Sponsorship Agreement
- Appendix H, Dispute Resolution Procedure

17.7 **Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.

17.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

17.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or

equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

**17.10 Survival of Terms.** The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

4.3	Ownership of Results		10.4	Required Post-Expiration Coverage
6.4	Financial Statements		Article 9	Indemnification and General Liability
6.5	Books and Records		Article 12	Disclosure of Information and Documents
6.6	Inspection and Audit		13.4	Grantee Retains Responsibility
6.7	Submitting False Claims; Monetary Penalties		14.3	Consequences of Recharacterization
Article 7	Taxes		Article 17	Miscellaneous
Article 8	Representations and Warranties			

**17.11 Further Assurances.** From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

**17.12 Dispute Resolution Procedure.** A Dispute Resolution Procedure is attached under the Appendix H to address issues that have not been resolved administratively by other departmental remedies.

**17.13 Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**17.14 Acquisition and Disposition of Nonexpendable Property.** At the termination or expiration of the Agreement, City reserves the right to take title and possession of any nonexpendable property that is acquired by Grantee using funds provided under this Agreement, which costs more than \$1,000.00 (one thousand dollars) and has a useful life that exceeds one year. Grantee has the right to use and possess such property during the term of the Agreement, and shall be solely responsible for the use and maintenance of such property and for any liability associated with the property that arises or relates to any act or omission occurring at any point prior to Grantee’s delivery of the property to City. Grantee may not

alienate, transfer, or encumber such property without City's prior written consent. At City's election, City may reallocate such property to other third parties upon the termination or expiration of the Agreement.

17.15 **MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that they have read and understood this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement.

**CITY** \_\_\_\_\_ **GRANTEE:** \_\_\_\_\_

SAN FRANCISCO DISTRICT ATTORNEY'S  
OFFICE

INSERT NAME OF GRANTEE IN ALL CAPS  
RESERVED>>

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

INSERT NAME OF SIGNATOR  
INSERT TITLE

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form:**

Federal Tax ID#: \_\_\_\_\_

David Chiu  
City Attorney

City Supplier Number: \_\_\_\_\_

By: \_\_\_\_\_

[Name of Deputy City Attorney]  
Deputy City Attorney

Date: \_\_\_\_\_

## Appendix A - Definition of Eligible Expenses

The term “Eligible Expenses” shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Grant Plan.

**1. All Eligible Expenses must be:**

- a. direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- b. reasonable, necessary, and directly aligned with the stated purpose of the contract or grant. Any costs deemed excessive, inconsistent with the contract’s objectives, or not representing a prudent use of public funds will be considered ineligible. Any shared costs must be allocated appropriately across program and administrative cost centers using a consistent and reasonable methodology to be deemed eligible.
- c. within the scope of the applicable Budget line item; and
- d. directly related to activities performed within the physical boundaries of the City and County of San Francisco, or directly benefiting City residents, unless otherwise specified in the Grant Plan.

**2. Eligible Expenses may include:**

- a. Grantee employees’ salaries and wages only for work performed under the Grant Plan, including fringe benefit costs and paid leave costs, appropriately allocated to the grant;
- b. Grantee’s allocated rent or related occupancy costs associated with building space, rental/lease of space used to run the program, and rent for main space and auxiliary space (such as performance or meeting halls or studios), that are necessary to perform work under the Grant Plan including allocated costs associated with facility upkeep, insurance, maintenance and/or janitorial services;
- c. appropriately allocated share of utilities related to work in the Grant Plan, such as gas, electricity, water, internet and telephone charges;
- d. materials, supplies and equipment such as computers, IT system, furniture, printers and/or photocopiers used in the operation of the program, consistent with the type of services provided by the program and related to and appropriately allocated to the Grant Plan;
- e. transportation and travel costs necessary for the operation of the program and consistent with the type of services provided by the program and related to the Grant Plan;
- f. eligible expenses incurred by authorized subgrantees, or agents on behalf of the Grantee, when use of subgrantee has been approved in the Grant Plan or otherwise authorized;
- g. advertising and publicity costs specific to the funded program;
- h. food, meals, or catering for participants during programming (supported by an itemized receipt and a sign-in sheet with the event name, event purpose, event

date, and list of participants); The following food items are specifically prohibited as an eligible expense: bottled water, sugar added beverages, sugary foods, and alcoholic beverages of any kind;

- i. education and training activities specific to the grant funded staff to include budgeted amounts for airfare, lodging, mileage, parking, tuition, registration, per diem and other related travel expenses.
- j. other program expenses as stated in the Grant Plan; and
- k. appropriately allocated and allowable indirect cost.

**3. Eligible Expenses shall specifically exclude:**

- a. personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising, educational activities, or political activities as referenced in Section 16.1.1;
- b. entertainment costs for staff, including social activities, events or field trips that only benefit staff, staff celebrations, and food or meals for staff only;
- c. parking/moving violation fines, penalties, late charges or interest on any late payments, credit card fees, bad debts including losses and related collection and legal costs;
- d. mortgage principal, mortgage interest attributable to fully depreciated assets, facilities or occupancy costs such as property taxes, loans against own property, and security deposits;
- e. taxes or other amounts withheld from wages or salaries which have not actually been paid by Grantee during the term of this Agreement or which relate to periods before or after the term of this Agreement;
- f. bottled water, sugar-sweetened beverages, alcoholic beverages, and tobacco products;
- g. bonuses or incentives offered to staff, paid sabbaticals for staff, severance payments to former staff, lump sum payouts of unused vacation or compensatory time;
- h. expenses not approved in the project budget, or expenses incurred outside the active dates of the Agreement; or
- i. unreasonable costs deemed excessive or not necessary for program objectives.



## Appendix C - Form of Funding Request

### FUNDING REQUEST

[Date: Month, Day, Year] \_\_\_\_\_

San Francisco District Attorney's Office  
350 Rhode Island, North Building, Suite 400N  
San Francisco, CA 94103  
Date: \_\_\_\_\_

Re: Grant No. <<INSERT YOUR REFERENCE NO.>>

Pursuant to Section 5.3 ("Disbursement Procedures") of the Grant Agreement (the "Grant Agreement") dated as of **August 1, 2026**, between the undersigned ("Grantee") and the City and County of San Francisco (all capitalized terms defined in the Grant Agreement shall have the same meaning when used herein), Grantee hereby requests a disbursement of Grant Funds as follows:

Total Amount Requested in this Request:	\$ _____
Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement:	\$ _____
Total of All Grant Funds Disbursed Prior to this Request:	\$ _____

**Grantee certifies that:**

- a. The total amount of Grant Funds requested pursuant to this Funding Request will be used to pay Eligible Expenses, which Eligible Expenses are set forth on the attached Schedule 1, to which is attached true and correct copies of all required documentation of such Eligible Expenses.
- b. After giving effect to the disbursement requested pursuant to this Funding Request, the Grant Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Section 5.1 ("Maximum Amount of Grant Funds").

- c. The representations and warranties made in the Agreement are true and correct in all material respects as if made on the date hereof;
- d. No Event of Default has occurred and is continuing;
- e. The undersigned is an officer of Grantee authorized to execute this Funding Request on behalf of Grantee; and
- f. The requested disbursement has not been previously reimbursed from any source, and will not be requested from any other source in the future; and
- g. By submitting invoices for work performed by subcontractors or subgrantees as specified under the Agreement, the underlying work has been completed satisfactorily by such subcontractors or subgrantees, and such amounts Grantee is submitting for reimbursement has already been paid to the subcontractors or subgrantees.

## SCHEDULE 1 TO REQUEST FOR FUNDING

The following is an itemized list of Eligible Expenses for which Grant Funds are requested:

Payee	Amount	Description
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The following are attached as part of this Schedule 1:

Supporting documentation below is required to be submitted with each Funding Request:

Expense	Required Documentation
Capital and Mortgage	<ul style="list-style-type: none"> <li>Invoice/receipt and proof of payment<sup>1</sup></li> </ul>
Capital Assets	<ul style="list-style-type: none"> <li>Invoice/receipt and proof of payment for original purchase cost and any improvements</li> <li>Depreciation schedule (upon request)</li> </ul>
Equipment (Rent)	<ul style="list-style-type: none"> <li>Equipment Lease Agreement (upon request)</li> <li>Proof of payment</li> <li>Monthly invoices clearly stating the rate, service unit, and service period (if available)</li> </ul>
Events and Food	<ul style="list-style-type: none"> <li>Invoice/receipt and proof of payment</li> <li>Proof of attendance (e.g. sign-in sheets or invitation log) (if applicable)</li> </ul>
Fringe Benefits	<ul style="list-style-type: none"> <li>Payroll records reflecting benefits, such as timesheets and/or payroll registers</li> </ul>
Incentives	<ul style="list-style-type: none"> <li>Invoice/receipt and proof of payment</li> <li>Documentation of participant eligibility in relevant program</li> <li>Acknowledgment of receipt of incentive (if applicable)</li> </ul>

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<sup>1</sup> Examples of proof of payment include check images (front/back), bank statements, credit card statements, or payroll records. Documents must show payee, amount, and dates.

	<ul style="list-style-type: none"> <li>• Gift Cards: Refer to CON P&amp;P</li> </ul>
Insurance	<ul style="list-style-type: none"> <li>• Invoice/receipt and proof of payment</li> </ul>
Licenses and Certifications	<ul style="list-style-type: none"> <li>• Invoice/receipt and proof of payment</li> </ul>
Materials & Supplies	<ul style="list-style-type: none"> <li>• Invoice/receipt and proof of payment</li> </ul>
Miscellaneous Expense	<ul style="list-style-type: none"> <li>• Invoice/receipt and proof of payment</li> </ul>
Rent	<ul style="list-style-type: none"> <li>• Lease (upon request)</li> <li>• Proof of payment</li> <li>• Monthly invoices clearly stating the address, rate, and month (if available)</li> </ul>
Salaries/Payroll	<ul style="list-style-type: none"> <li>• Payroll records, such as timesheets and/or payroll registers</li> </ul>
Stipends	<ul style="list-style-type: none"> <li>• Signed acknowledgment of receipt of stipend by participant and/or cancelled check. Records should match a corresponding timesheet or other signed record of reason and calculation for stipend.</li> </ul>
Subcontractors	<ul style="list-style-type: none"> <li>• Invoice detailing the work performed, hours worked, and rate is required and must include proof of payment</li> <li>• Signed contract or MOU containing rate and scope of services (upon request)</li> <li>• Proof of insurance coverage (upon request)</li> </ul>
Telecommunications	<ul style="list-style-type: none"> <li>• Invoice/receipt and proof of payment</li> </ul>
Training	<ul style="list-style-type: none"> <li>• Invoice/receipt and proof of payment;</li> <li>• Documentation from training company indicating attendees, description, and cost</li> </ul>
Transportation/Travel	<ul style="list-style-type: none"> <li>• Invoice/receipt and proof of payment</li> <li>• Mileage logs, receipts of loaded cards (e.g.. Clipper/BART), etc.</li> </ul>
Utilities	<ul style="list-style-type: none"> <li>• Invoice/receipt and proof of payment</li> </ul>

**Appendix D - Grantee's Interests In Other City Contracts**

Grantee is either a party to a contract, or is a subcontractor/subgrantee, or otherwise receives funding from City, in the following City contracts.

City Department or Commission	Date of Contract	Amount of Contract	Contract Number/ID	Contract Title/Description

## Appendix E - Permitted Subgrantees

## Appendix F - Confidentiality and Privacy of Participant Information

1. In addition to the terms included in Section 12.1.1 of the Agreement, **Proprietary or Confidential Information of City**, Grantee agrees to further take the following steps to protect the confidentiality and privacy of information it obtains while providing services under this Agreement:
  - a. **Safeguards for Participant Information.** In the course of providing services to members of the public as set forth in this Agreement, Grantee may at times have access to and may collect or retain various kinds of information about people who are participating in and/or receiving services provided by Grantee based on funds received pursuant to this Agreement. Such information includes any information about a person that allows Grantee or would allow anyone else to identify that person by name or other personal characteristics, and it includes but is not limited to the following information about individual program participants: name and any aliases; contact information; demographic information; physical description information; photo, video, or audio recordings of the person; medical information; employment information; financial information; and/or any information about services or benefits that person receives from any City, state, or other governmental department or program. To the extent that Grantee keeps any such information associated with people who participate in and/or receive services funded by this Agreement, Grantee must take appropriate steps to protect the confidentiality of such information and to safeguard such information from unauthorized access, use, or disclosure. Such protections must include but are not limited to administrative, physical, and technical safeguards.
  - b. **Assessment of Use of Participant Information.** Grantee agrees to assess how it maintains and uses the program participant information described in Subsection 1.1 above, and implement industry standard protections based on the assessment. This assessment should include consideration of all of the following:
    - I. How such information is protected;
    - II. ii. How use of such information is limited to appropriate purposes;
    - III. iii. How such information is stored, including how computer systems are encrypted and how cloud storage or other online services are used;
    - IV. iv. How Grantee's employees, agents, or subcontractors are allowed to use and share such information;

- V. v. If applicable, what rules apply to the distribution, sharing, or use of such information outside the services provided under this Agreement;
- VI. vi. How Grantee will ensure compliance with any applicable federal, state, and local laws and regulations relating to services funded by this Agreement and participant information kept by Grantee; and
- VII. vii. How a participant is allowed to access information held by Grantee about that participant.

- c. **Notification to City of Loss or Unauthorized Access to Participant Information; Security Breach Notification.** Grantee must comply with all applicable laws that require notification to individuals in the event of unauthorized release of participant information or other event requiring notification. Regardless of all other such laws and obligations, Grantee must notify City of any actual, suspected, or potential exposure or misappropriation of participant information (any “Leak”) within seventy-two (72) hours of the discovery of such. Grantee, at its own expense, will reasonably cooperate with law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The obligation to notify City expressly includes any suspected or potential Leak and not just a confirmed Leak. City retains the sole right to conduct media communications related to such Leak on its own behalf, and Grantee may not communicate with the media on behalf of City in relation to such Leak. Grantee is also required to use all reasonable efforts to coordinate its response to such Leak with City.

Notifications to City must be made via email to:

<<include contact information>>

## Appendix G - Fiscal Sponsorship Agreement

## **Appendix H – Dispute Resolution Procedure**

### **For Health and Human Services Nonprofit Contractors 9-06**

#### **Introduction**

The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270).

The Board adopted the recommendations in February 2004. The Office of Contract Administration created a Review/Appellate Panel (“Panel”) to oversee implementation of the report recommendations in January 2005.

The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department's structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit contractors. Any questions or concerns about this Dispute Resolution Procedure should be addressed to [purchasing@sfgov.org](mailto:purchasing@sfgov.org).

#### **Dispute Resolution Procedure**

The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services contractors.

Contractors and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, contractors and departments should employ the following steps:

- Step 1. The contractor will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question.

The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency's program, and will either convene a meeting with the contractor or provide a written response to the contractor within 10 working days.

- Step 2. Should the dispute or concern remain unresolved after the completion of Step 1, the contractor may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to the contractor. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
- Step 3. Should Steps 1 and 2 above not result in a determination of mutual agreement, the contractor may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to the contractor. The Department will respond in writing within 10 working days.

In addition to the above process, contractors have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at [http://www.sfgov.org/site/npcontractingtf\\_index.asp?id=1270](http://www.sfgov.org/site/npcontractingtf_index.asp?id=1270).

The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites contractors to submit concerns about a department's implementation of the policies and procedures. Contractors can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. The contractor must submit the request in writing to [purchasing@sfgov.org](mailto:purchasing@sfgov.org). This request shall describe both the nature of the concern and why the process to date is not satisfactory to the contractor. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

**Sourcing Event 0000011765  
Attachment 2  
Proposer Questionnaire and References**

**Part I  
Proposer Information**

Name of Firm:	
Headquarter Address:	
Phone No.:	
Toll Free Phone No.:	
Contact Name & Title:	
E-mail:	
SF Supplier ID:	
Federal Tax ID:	
Payment Terms:	
Person Preparing Bid:	
Local Representative Name and Number:	
Warehouse Address:	

**Contact Information for Placing Orders:**

Telephone:	
Fax:	
Email:	
Website:	
24-hour Emergency Number:	

**Part II  
Proposer Questionnaire**

Question	Yes	No
1. Do you certify that you have complied and will continue to comply with Section I (G) of this Solicitation entitled "Limitation on Communications during Solicitation"?		
2. Have you registered as a Bidder or Supplier, through the Supplier Portal ( <a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a> )? If yes, what is your Bidder ID or Supplier ID? _____		
3. Has your company enrolled with Paymode-X to receive electronic payments from the City? <a href="https://www.sf.gov/get-paid-your-vendor-services">https://www.sf.gov/get-paid-your-vendor-services</a>		
4. Have you registered your business with the San Francisco Treasurer & Tax Collector as required prior to submission of any Proposal?  <i>Enter your Business Tax Registration ID here: _____</i>		
5. Can you comply with the terms set forth in Attachment 1, City's Proposed Agreement Terms? <b>Contract Administrators: Add the following statement only if Solicitation states negotiations are permitted. Otherwise delete:</b> If you reply NO, you must submit a redline copy of any proposed changes.		
6. Have you submitted with your Proposal all the <u>Minimum Qualification Documentation</u> outlined in the accompanying solicitation document? If you reply NO to any document, please explain.		
7. Have you submitted with your Proposal all the <u>Required Supporting Documentation</u> outlined in the accompanying solicitation document? If you reply NO to any document, please explain.		
8. Have you submitted with your Proposal a <u>Price Proposal</u> that complies with the requirements of the accompanying solicitation document? If you reply NO to any document, please explain.		
9. Have you submitted with your Proposal a <u>Written Proposal</u> that complies with the requirements of the accompanying solicitation document? If you reply NO to any document, please explain.		

**Part III**  
**Proposer References**

All proposers, including current Contractor, must provide references for at least three (3) organizations of the approximate size and volume comparable to commodities and/or services described in this Solicitation. Upon request, successful proposer(s) may also be required to submit a letter of reference from each reference listed within five (5) days of notification. Failure to do so may result in rejection of proposal.

<b>1.</b> Name of Company	
Address (street, city, state, zip)	
Contact Name	
Phone No.	
Email	
Number of Years Providing Service	

<b>2.</b> Name of Company	
Address (street, city, state, zip)	
Contact Name	
Phone No.	
Email	
Number of Years Providing Service	

<b>3.</b> Name of Company	
Address (street, city, state, zip)	
Contact Name	
Phone No.	
Email	
Number of Years Providing Service	

**Part IV**  
**Proposer Release of Liability for References**

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime proposer, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **Sourcing Event ID 0000011765 for Vulnerable Victim/Survivor Services Grant** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

**Part V.**  
**Proposer Certification of Truth, Accuracy, and Completeness**

I certify that based on information and belief formed after reasonable inquiry, the statements and information contained in this document are true, accurate, and complete. Additionally, by submitting this bid/proposal, I attest that I have reviewed and accepted all terms found in this solicitation, any and all addenda issued to this solicitation, and City's contract terms.

Company Name

Signature of Authorized Representative of Company

Date

Print Name and Title

## Sourcing Event 000011765

### Attachment 4

#### Written Proposal Template

In addition to submitting documents supporting each Minimum Qualification as required by this Solicitation, Proposers shall also submit a complete Proposal consisting of each item set forth **below**. *The content of all Proposals must consist of the information specified below, in the order outlined below, in order to be deemed responsive.*

#### **A. COVER PAGE**

Submit a brief letter of introduction and executive summary of the response package on agency's letter head. The letter must be signed by the Executive Director, and Chair of the Board of Director or designee, which authorizes the organization to obligate the agency to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your organization that your agency is willing and able to perform the commitments contained in the proposal. If submitting a collaborative application, the letter should be submitted by the lead applicant.

Agencies that are partnering with a fiscal sponsor must include a letter from the fiscal sponsor on that organization's letter head that includes the name of the contact person, email address, telephone number, and fax number. The organization's Executive Director or leader must sign the letter.

#### **B. MISSION, HISTORY (10 Points)**

Provide a MAX 1 page summary of how your organization's mission, history and accomplishments demonstrate the ability to deliver services outlines in this RFP. In addition discuss your history of providing community-centered, culturally responsive and linguistically congruent service delivery model.

#### **C. RELEVANT EXPERIENCE IN LGBTQ COMMUNITY-BASED SERVICES & APPROACHES (10 Points)**

Provide a MAX 1 page description of your organization's proven track record of providing relevant services, based on current and/or previous projects. Include any history of participation in a public-private partnership with the SFDA Victim Service Division. Demonstration of two years of experience providing services to LGBTQ victims of crime and/or those exposed to violence. Experience with providing services in collaboration with the criminal justice system.

Proposer must describe [2] most recent project previously managed by the Proposer or, if applicable, JV Partners within the last 10 years.

1. **Similar Size and Scope:** Each project must be of the type and scope of services specified in this Solicitation.
2. **Project Details:** The descriptions shall include each item listed below.
  - a. Project name;
  - b. Project scope summary;
  - c. Dates when the project was performed;
  - d. Project costs;
  - e. Proposer's role and responsibilities in the project;
  - f. Proposer's performance on delivering the project on schedule and on budget;
  - g. Proposer staff members who worked on the project; and
  - h. Client name, reference, and contact info.

#### **D. PROPOSED PROGRAM DESIGN (30 Points)**

Provide a MAX 2-page description of the Proposer's size and organization structure, including:

1. **Staffing plan (15 Points)** Provide the role, responsibilities, qualifications, and company affiliation of every individual on the Proposer team who will perform the services outlined in this Solicitation. Discuss each team member's background and experience to demonstrate a strong ability to successfully perform the work.

- a. **Key/Lead Team Members.** Identify and provide resumes for all staff who will serve as the Key/Lead Team Members so that the Evaluation Panel can evaluate the ability of each team member to successfully fulfill their project roles and complete the scope of services.
- b. **Team Organization Chart.** Attach an Organizational Chart that illustrates the team structure (include the integration/interaction with City project team staff). Note the Proposer name and title/role for each team member.

2. **Description of Services being Provided/Program Design (15 Points)**

Provide a MAX 2-page description describing overall work approach to successfully deliver services requested in this Solicitation by addressing each item listed below:

- a. **Target population or Community need,** describe the need and/or population that will be addressed through this proposed service.
- b. **Evidence based principles,** if any, that the program will employ.
- c. **Communication,** processes for internal and external notification and resolution of technical conflicts. Process for communication with VSD.
- d. **Project Management,** understanding of potential project/task issues and constraints, and approach to managing project-specific challenges to complete tasks on schedule and within budget.
- e. **Outreach,** approach, and procedures for informing community and agency partners of service partnership with VSD.
- f. **Conflict resolution,** approach, and procedures for contending with the public in adversarial or difficult situations.

**E. PROPOSED IMPLEMENTATION PLAN (20 Points)**

Provide a MAX 2 page outlining implementation steps and timelines. This should include:

- a. **Goals and measurable objectives,** including number of community members to be served/impacted by the program.

**Service objectives:**

- Number of sessions and/or groups provided and the total number of participants.
- Number of victims who report feeling safer after intervention and who report decreased levels of anxiety, fear, or emotional distress.
- Number of outreach events attended or hosted.

**Outcome measures:**

- Number of clients who report reduced trauma symptoms or improved mental well-being.
- Number of clients enrolled in programming.
- Number of clients who complete programming and/or who continue with recommended treatment.

- b. **Implementation timeline.** Including hiring process, if applicable, to start of anticipated service line.
- c. **Coordinating/managing communication with City staff,** to meet project milestones and deliverable due dates.

## F. PROPOSED BUDGET DETAIL AND NARRATIVE (30 Points)

Provide a MAX 3-page description of the budget detail, including:

1. **Budget projection,** provide a 3-year budget for the project for the period August 1, 2026-July 30, 2029, via provided budget template. The Budget detail and narrative should include descriptions of the line items and the justification for the calculation. Direct costs should include all costs associated with developing and implementing a successful program in response to this RFP including, but not limited to: personnel, expenses, program related supplies, travel directly related to the provision of services, and other expenses. Agencies are allowed up to 10% toward indirect cost as part of your program expenses.

2. **Financial stability,** capacity and resources supported by two (2) most recent annual financial statements by which City can analyze Proposer's financial resources. If financial statements are unavailable provide explanation for its omission.

3. **Legal stability,** a listing and description of any lawsuit resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Proposer or its insurers within the last five years.

4. **Monitoring approaches,** Approach for monitoring expended labor hours and tracking various factors affecting task costs. Include description (frequency, days after timesheet submittal) of project manager's access to reports on staff labors hours and other cost items.



**Sourcing Event 0000011765**  
**Attachment 6**  
**Health Care Accountability Ordinance (HCAO) &**  
**Minimum Compensation Ordinance (MCO) Declaration Forms**



### Health Care Accountability Ordinance (HCAO) Declaration

**What the Ordinance Requires.** The Health Care Accountability Ordinance (HCAO), which became effective July 1, 2001, requires Contractors that provide services to the City or enter into certain leases with the City, and certain Subcontractors, Subtenants and parties providing services to Tenants and Subtenants on City property, to provide health plan benefits to Covered Employees, or make payments to the City for use by the Department of Public Health (DPH), or, under limited circumstances, make payments directly to Employees.

The HCAO applies only to Contractors with at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department(s) and have more than 20 Employees (50 Employees for non-profit organizations) including Employees of any parent or subsidiaries.

The City may require Contractors to submit reports on the number of Employees affected by the HCAO.

**Effect on City Contracting.** For contracts and amendments signed on or after July 1, 2001, the HCAO requires the following:

- Each contract must include terms ensuring that the Contractor will agree to abide by the HCAO and either to provide its employees with health plan benefits meeting the Minimum Standards set forth by the Director of Health or to make the payments required by the HCAO;
- All City Contractors must agree to comply with the requirements of the HCAO unless the Contracting Department has obtained an approved exemption or waiver under the HCAO from the Office of Labor Standards (OLSE).
- Contractors must require any Subcontractors subject to the HCAO to comply with the HCAO:

**The Purpose of This Declaration.** By submitting this declaration, you are providing assurances to the City that, beginning with the first City contract or amendment you receive after July 1, 2001 and until further notice, you will either provide the health plan benefits meeting the Minimum Standards to your covered employees or make the payments required by the HCAO, and will ensure that your Subcontractors also abide by these requirements. **If you cannot provide this assurance, do not return this form.**

**To obtain more information regarding the HCAO,** Visit our website, which includes links to the complete text of the HCAO, at [www.sfgov.org/olse/hcao](http://www.sfgov.org/olse/hcao); send an e-mail to [HCAO@sfgov.org](mailto:HCAO@sfgov.org); or call (415) 554-7903.

**Where to Send this Form.** Submit this form via San Francisco's centralized vendor portal [sfcitypartnersupport@sfgov.org](mailto:sfcitypartnersupport@sfgov.org) or call the Supplier Support Desk at 415-944-2442, Ext 1

### Declaration

In order to be a certified vendor with the City and County of San Francisco, the company named below will either provide, if applicable, health benefits specified in the HCAO to our covered employees or make the payments required by the HCAO, and will ensure that our subcontractors that are subject to the HCAO also comply with these requirements, until further notice. The company named below will provide such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Bidder/Supplier # - if known

\_\_\_\_\_  
Company Name

( ) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Federal Employer ID #



### Minimum Compensation Ordinance (MCO) Declaration

**What the Ordinance does.** The Minimum Compensation Ordinance (MCO) became effective October 8, 2000, and was later amended by the Board of Supervisors, with an effective date for the amendments of October 14, 2007. The MCO requires City contractors and subcontractors to pay Covered Employees a minimum hourly wage and to provide 12 compensated and 10 uncompensated days off per year. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements.

The MCO applies only if you have at least \$25,000 in cumulative annual business with a City department or departments and have more than 5 employees, including employees of any parent, subsidiaries and subcontractors.

The City may require contractors to submit reports on the number of employees affected by the MCO.

**Effect on City contracting.** For contracts and amendments signed on or after October 8, 2000 the MCO will have the following effect:

- In each contract, the contractor will agree to abide by the MCO and to provide its employees the minimum benefits the MCO requires, and to require its subcontractors subject to MCO to do the same.
- If a contractor does not agree to provide the MCO's minimum benefits, the City will award a contract to that contractor **only if** the contractor has received an approved exemption or waiver under MCO from the Office of Labor Standards Enforcement (OLSE) through the contracting Department. The contract will not contain the agreement to abide by the MCO if there is an exemption or waiver on file.

**What this form does.** If you can assure the City now that, beginning with the first City contract or amendment you receive after October 8, 2000 and until further notice, you will provide the minimum benefit levels specified in the MCO to your covered employees, and will ensure that your subcontractors also subject to the MCO do the same, this will help the City's contracting process.

If you cannot make this assurance now, please do not return this form.

**For more information,** (1) see our Website, including the complete text of the ordinance: [www.sfgov.org/olse](http://www.sfgov.org/olse), (2) e-mail us at: [MCO@sfgov.org](mailto:MCO@sfgov.org), (3) Phone us at (415) 554-7903.

**Where to Send this Form.** Submit this form via San Francisco's centralized vendor portal [sfcitypartnersupport@sfgov.org](mailto:sfcitypartnersupport@sfgov.org) or call the Supplier Support Desk at 415-944-2442, Ext 1

### Declaration

In order to be a certified vendor with the City and County of San Francisco, this company will provide, if applicable, the minimum benefit levels specified in the MCO to our Covered Employees, and will ensure that our subcontractors also subject to the MCO do the same, until further notice. This company will give such notice as soon as possible.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Bidder/Supplier # - if known

\_\_\_\_\_  
Company Name

(\_\_\_\_\_) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Federal Employer ID #

**Sourcing Event 0000011765**  
**Attachment 7**  
**First Source Hiring Form**



*This form will be required from Proposers upon award of any contract to the Prequalified Pool. It is not required with your submission to the Request for Qualifications.*

Business Name: \_\_\_\_\_ Main Contact: \_\_\_\_\_  
 Contract ID (If applicable): \_\_\_\_\_ Supplier ID (If applicable): \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name of Authorized Representative: \_\_\_\_\_

*\* By signing this form, the company agrees to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code*

**Instructions:**

- This form must be submitted via email to the Office of Economic and Workforce Development at [business.services@sfgov.org](mailto:business.services@sfgov.org) with the subject line First Source Hiring Workforce Projection Form
- If an entry level position becomes available at any time during the term of the lease and/or contract, the company must notify the First Source Hiring Program Administrator at [business.services@sfgov.org](mailto:business.services@sfgov.org)

**Section 1: Select your Industry:**

- |   |  |   |  |
|---|--|---|--|
| <input type="checkbox"/> Admin/Support/Waste Services | <input type="checkbox"/> Food Services       | <input type="checkbox"/> Mgmt/Enterprises   | <input type="checkbox"/> Transport/Warehouse |
| <input type="checkbox"/> Agri/Forestry/Fish/Hunt      | <input type="checkbox"/> Government          | <input type="checkbox"/> Manufacturing      | <input type="checkbox"/> Utilities           |
| <input type="checkbox"/> Construction                 | <input type="checkbox"/> Health Care         | <input type="checkbox"/> Real Estate/Rental | <input type="checkbox"/> Wholesale Trade     |
| <input type="checkbox"/> Educational Services         | <input type="checkbox"/> Info/Tech/Prof      | <input type="checkbox"/> Retail Trade       | <input type="checkbox"/> Other               |
| <input type="checkbox"/> Finance/Insurance            | <input type="checkbox"/> Leisure/Hospitality | <input type="checkbox"/> Social Services    | _____  |

**Section 2: Indicate Industry NAICS code if known:** \_\_\_\_\_

**Section 3: Provide information on all Entry Level Positions:**

Entry level Position Title	Job Description	Number of New Hires	Projected Hiring Date

**Section 4: Select the type of First Source Project:**

- |   |  |
|---|--|
| <input type="checkbox"/> Contractor                   | <input type="checkbox"/> Scene in San Francisco Rebate Applicant |
| <input type="checkbox"/> Subcontractor                | <input type="checkbox"/> City Contract (Department) _____        |
| <input type="checkbox"/> City of San Francisco Tenant | <input type="checkbox"/> Cannabis                                |
| <input type="checkbox"/> Subtenant                    | <input type="checkbox"/> Other _____                             |
| <input type="checkbox"/> Developer                    |  |





## First Source Hiring Program Fact Sheet

### What is the First Source Hiring Program?

The First Source Hiring Program (First Source) was enacted in 1998 under Chapter 83 of the City's Administrative Code and is administered by the Office of Economic and Workforce Development (OEWD). The First Source Hiring Program requires that developers, contractors, and employers use good-faith efforts to hire economically disadvantaged San Franciscan residents for new entry level positions.

The First Source Hiring Program provides a ready supply of qualified workers to employers with employment needs, and it gives economically disadvantaged individuals the first opportunity to apply for entry level positions in San Francisco. Entry level positions are defined as those requiring less than two years of training or specific preparation and includes temporary and permanent jobs.

### How can the First Source Hiring Program help your business at no cost?

- Promote job announcements to over 2,000 recipients in the San Francisco community
- Connect you with a pool of qualified, pre-screened candidates
- Refer graduates of OEWD-funded industry sector training programs
- Coordinate customized recruitment and hiring events
- Provide access to City-wide recruitment facilities and events

### Which Businesses are required to comply with the First Source Hiring Program?

- Businesses who have leases with the City on City Property
- Businesses with City contracts for goods, services, grants or loans in excess of \$50,000
- Businesses with City-issued construction contracts in excess of \$350,000
- Developers with building permits for residential projects over 10 units and all employers engaged in commercial activity to be conducted in said development project, including residential services
- Any building permit application for a commercial activity over 25,000 square feet and involving new construction, an addition, or alteration which results in the expansion of entry and apprentice level positions for a commercial activity
- Cannabis-related businesses
- Special projects required by the Board of Supervisors and administered by OEWD

### I need to comply with the First Source Hiring Program, where do I start?

**Step #1:** Contact the Business Services Team at the Office of Economic and Workforce Development (OEWD) by emailing to [business.services@sfgov.org](mailto:business.services@sfgov.org). You can also call 415-701-4848 and ask to speak with a First Source Hiring Program Specialist.

**Step #2:** The Business Services Team will assist you with registering your business in the OEWD's data system.

**Step #3:** Once you have registered with the OEWD's data system, the Business Services Team will assist you with recruitment for your open positions.

### What are the penalties for non-compliance with the First Source Hiring Program?

- Liquidated damages up to \$5,000 can be assessed for each entry level job improperly withheld from the First Source Hiring Program process

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Thank you for your interest in San Francisco's First Source Hiring Program. For more information, please visit us online at [www.oewd.org/firstsource](http://www.oewd.org/firstsource), email us at [business.services@sfgov.org](mailto:business.services@sfgov.org), or call us at 415-701-4848 and ask to speak with a First Source Hiring Program Specialist.

