

File No. 240444

Committee Item No. 6

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 22, 2024

Board of Supervisors Meeting Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER (Use back side if additional space is needed)

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Executed Agreement 4/1/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amendment No. 1 12/1/2023</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Request For Proposal # 219 12/3/2021</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>SF New Deal Organization Chart</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
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Completed by: Brent Jalipa Date May 16, 2024

Completed by: Brent Jalipa Date _____

1 [Grant Agreement Amendment - SF New Deal - Small Business Grant Payment Support - Not
2 to Exceed \$11,415,000]

3 **Resolution approving Amendment No. 2 to a grant agreement between the Office of**
4 **Economic and Workforce Development (OEWD) and SF New Deal, for management of**
5 **the Small Business Grant Payment Support Program; to increase the grant amount by**
6 **\$2,455,000 for a total not to exceed amount of \$11,415,000 for the period of April 1,**
7 **2023, through June 30, 2025; effective upon approval of this Resolution; and to**
8 **authorize the Executive Director of OEWD to enter into amendments or modifications**
9 **to the contract prior to its final execution by all parties that do not materially increase**
10 **the obligations or liabilities to the City and are necessary to effectuate the purposes of**
11 **the contract.**

12
13 WHEREAS, the Office of Economic and Workforce Development (OEWD) selected SF
14 New Deal through a Request for Proposals to provide as needed project based support
15 services under that certain Grant Agreement by and between City and SF New Deal, dated as
16 of April 1, 2023 (Original Agreement), as amended by that certain First Amendment to Grant
17 Agreement, dated as of December 1, 2023 (Amendment No. 1), which increased the contract
18 amount to \$8,960,000; the Original Agreement, together with Amendment No. 1 are
19 collectively referred to as the "Agreement", and have a term of two-years and three-months;
20 and

21 WHEREAS, Under the Agreement, SF NEW DEAL is to provide financial management
22 and administrative support for the small business grant programs, and work with the City team
23 to streamline the disbursement system for grant payments, for a two-year and three-month
24 period; and

1 WHEREAS, Through Amendment No. 2, OEWD seeks to increase the Agreement
2 amount by \$2,455,000 for a total not to exceed amount of \$11,415,000, for a term
3 commencing on April 1, 2023, through June 30, 2025; and

4 WHEREAS, Charter, Section 9.118, requires Board of Supervisors' approval of
5 Amendment No. 2 because it will cause anticipated expenditures under the Agreement to
6 exceed \$10 million dollars; now, therefore, be it

7 RESOLVED, That in accordance with Charter, Section 9.118, the Board of Supervisors
8 hereby authorizes the Executive Director of OEWD, on behalf of the City and County of San
9 Francisco, to amend the Agreement with SF New Deal to increase the Agreement amount by
10 \$2,455,000 for a total not to exceed amount of \$11,415,000 for a term on April 1, 2023,
11 through June 30, 2025, effective upon approval of this Resolution; and, be it

12 FURTHER RESOLVED, That the Board of Supervisors authorizes OEWD to enter into
13 any amendments or modifications to Amendment No. 2, prior to its final execution by all
14 parties, that the Department determines, in consultation with the City Attorney, are in the best
15 interest of the City, do not otherwise materially increase the obligations or liabilities of the City,
16 are necessary or advisable to effectuate the purposes of the contract, and are in compliance
17 with all applicable laws; and, be it

18 FURTHER RESOLVED, That within thirty (30) days of Amendment No. 2 being fully
19 executed by all parties, the Executive Director of OEWD and/or the Director of Office of
20 Contract Administration/Purchaser shall provide the final contract to the Clerk of the Board for
21 inclusion in the official file (File No. 240444).

<p>Item 6 File 24-0444</p>	<p>Department: Office of Economic Workforce Development (OEWD)</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would approve Amendment No. 2 to the grant agreement between the Office of Economic and Workforce Development (OEWD) and SF New Deal for management of the Small Business Grant Payment Support Program, increasing the not-to-exceed amount by \$2,455,000, for a total not to exceed \$11,415,000, and authorizing the OEWD Executive Director to enter into further immaterial amendments to the grant. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> In December 2021, OEWD issued a Request for Proposals (RFP) to select providers to administer 26 economic development programs, including the Small Business Grant Program Administrative Support category. OEWD awarded grants to three proposers within that category, including SF New Deal. OEWD executed a grant with SF New Deal in April 2023 and Amendment No. 1 to the grant agreement in December 2023. Under the grant agreement, SF New Deal administers seven grant programs that have served approximately 651 businesses. This includes two active grant programs (Citywide SF Shines and Fillmore Pitch), three proposed grant programs (Storefront Opportunity Grant Tenderloin Earmark, Entertainment and Nightlife Entertainment Grants, and APEC Grants), and two inactive grant programs (Storefront Opportunity Grant General and Small Business Training Grants). As of April 30, 2024, SF New Deal has distributed approximately \$7,024,204 in grants to small businesses through these programs. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed Amendment No. 2 would increase the not-to-exceed amount of the grant by \$2,455,000, for a total not to exceed \$11,415,000. Of the proposed \$11,415,000 not-to-exceed amount, approximately \$10,305,000 (90 percent of the budget) is a pass-through to grant recipients, and approximately \$1,110,000 (10 percent of the budget) is for services provided by SF New Deal. Of the \$2,455,000 in expenditure authority added by Amendment No. 2, approximately \$1,875,000 would fund grants to businesses impacted by the APEC conference, \$360,000 would fund Tenderloin grants, and \$220,000 would fund SF New Deal administrative and program costs. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolution. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

In December 2021, the Office of Economic and Workforce Development (OEWD) issued a Request for Proposals (RFP) to select providers to administer 26 economic development programs, including the Small Business Grant Program Administrative Support category. Within that category, OEWD received six proposals. An evaluation panel scored them in two tiers, Tier 1 was based on qualifications (30 points), approach and outcomes (40 points), performance measurement and reporting (15 points), and financial management (15 points), for a total 100 possible points. The Tier 2 evaluation was based on how well each meets the district or neighborhood need, project feasibility, and fulfillment of key department priorities, and had 50 total possible points.

The combined results for both tiers results are shown in Exhibit 1 below.¹

Exhibit 1: Proposers and Scores from RFP

Proposer	Score (Max 150 points)
Main Street Launch	122.63
Northeast Community Federal Credit Union	121.38
Young Community Developers	113.13
SF New Deal	112.13
San Francisco Study Center	107.63
Economic Development on Third	97.88

Source: OEWD

Initially, under RFP 219 Program Area K, Main Street Launch and Northeast Community Federal Credit Union were awarded grants. Due to the success of OEWD's grant programs, the organizational capacity of those funded was exceeded by early 2023, and OEWD decided to fund an additional organization. OEWD communicated with Youth Community Developers' Executive Director who noted that they did not have organizational capacity at the time. OEWD then awarded a grant to the next highest-ranking organization, SF New Deal. In April 2023, OEWD executed a grant agreement with SF New Deal for a term of two years and three months, from April 2023 through June 2025, and an amount not to exceed \$6,360,000. In December 2023, OEWD executed Amendment No. 1 to the grant agreement, increasing the not-to-exceed amount

¹ The Tier 1 evaluation panel included an OEWD Director of Small Business Programs, an OEWD Program Manager, a Director of Community Engagement at the Assessor-Recorder's Office, and a Nonprofit Finance Consultant. The Tier 2 evaluation panel consisted of the Tier 1 panel plus an additional OEWD program manager.

by \$2,600,000, for a total not to exceed \$8,960,000.² Due to interest in the small business grant programs administered by SF New Deal, OEWD and SF New Deal have agreed to increase the not-to-exceed amount of the grant agreement to ensure that there is sufficient expenditure authority through June 2025.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve Amendment No. 2 to the grant agreement between OEWD and SF New Deal for management of the Small Business Grant Payment Support Program, increasing the not-to-exceed amount by \$2,455,000, for a total not to exceed \$11,415,000, and authorize the OEWD Executive Director to make further immaterial amendments to the grant.

Under the grant agreement, SF New Deal administers seven grant programs that have served approximately 651 businesses. Tasks includes financial management and administrative support of small business grant programs, development and administration of mini-grant programs, developing grant materials, management of the application process, executing agreements with recipients, coordinating and supporting public events or information sessions, and producing reports. The grant programs are shown below:

Active Grant Programs:

- Citywide SF Shines: Provides grants up to \$10,000 to reimburse small businesses for storefront design services, architectural services, or equipment/furniture (83 businesses served, currently active).
- Fillmore Pitch: District 5 addback that provides \$4,500 grants to small businesses that pitch to a panel of judges (6 businesses served, currently active).

Proposed Grant Programs:

- Storefront Opportunity Grant Tenderloin Earmark: Provides grants up to \$50,000 to help small businesses find a location, negotiate a commercial lease, or open a new storefront, with a focus on the Tenderloin (0 businesses served, will be funded in the proposed amendment).
- Entertainment and Nightlife Revitalization Grants: Provides grants up to \$50,000 to fund new activities and events with a live performance component (0 businesses served, will be funded in proposed amendment).
- APEC Grants: Provides grants to businesses and organizations impacted by the Asia Pacific Economic Cooperation (APEC) conference. Program details have not been determined yet (0 businesses served, will be funded in the proposed amendment).³

² Including a contingency, Amendment No. 1 allowed for grant expenditures of up to \$9,999,999.

³ In March 2024, the Board of Supervisors approved an ordinance appropriating \$3,000,000 to OEWD to support a relief fund for businesses impacted by APEC and for a Small Business Transit Impact relief fund (File 24-0057).

No Longer Active Grant Programs:

- Storefront Opportunity Grant General: Provides grants up to \$50,000 to help small businesses find a location, negotiate a commercial lease, or open a new storefront (27 businesses served, no longer active).
- Small Business Training Grants: Provides grants up to \$50,000 for small businesses that completed trainings and submitted a business plan (535 businesses served, no longer active).

Exhibit 2 below shows the actual spending by grant program.

Exhibit 2: Actual Spending by Grant Program

Program	Businesses Served	Actual Grants Awarded	Average Grant Size
Citywide SF Shines	83	\$402,204	\$4,846
Fillmore Pitch	6	\$27,000	\$4,500
Storefront Opportunity Grant General	27	\$850,000	\$31,481
Small Business Training Grants	535	\$5,745,000	\$10,738
Total	651	\$7,024,204	

Source: OEWD

Performance Management

As of April 30, 2024, SF New Deal has distributed approximately \$7,024,204 in grants to small businesses, or 78 percent of grant funding about half-way through the contract. Under the agreement, SF New Deal is required to submit monthly invoices for grant payments issued.

The agreement does not have any performance metrics, such as timeliness of grant disbursements. This information could be useful to OEWD to evaluate performance of SF New Deal’s grant management and OEWD should consider adding performance metric to this and related grant management contracts.

Fiscal Monitoring

The Human Services Agency reviewed SF New Deal’s financial documents as part of the FY 2022-23 Citywide Fiscal and Compliance Monitoring program and had no findings.

FISCAL IMPACT

The proposed Amendment No. 2 would increase the not-to-exceed amount of the grant by \$2,455,000, for a total not to exceed \$11,415,000. Of the proposed \$11,415,000 not-to-exceed amount, approximately \$10,305,000 (90 percent of the budget) is a pass-through to grant recipients, and approximately \$1,110,000 (10 percent of the budget) is for services provided by SF New Deal.

OEWD pays SF New Deal based on contract deliverables, such as every 100 checks written, providing quarterly reports, and plans for the grant programs. Approximately \$1 million in expenditure authority from Amendment No. 1 remains available to fund the Citywide SF Shines,

Fillmore Pitch, and Entertainment and Nightlife Revitalization Grant programs. The proposed Amendment No. 2 adds eight new contract deliverables pertaining to developing the three new grant programs that, if met, would provide \$220,000 in payments to SF New Deal. Additionally, Amendment No. 2 would increase the amount of grants provided to small businesses by \$2,235,000. The proposed expenditures are shown in Exhibit 3 below.

Exhibit 3: Proposed Expenditures Added in Amendment No. 2

Grants to Businesses/Orgs Impacted by APEC	\$1,875,000
Tenderloin Grants	360,000
SF New Deal Administrative and Program Costs	220,000
Total	\$2,455,000

Source: OEWD

The grant agreement funds approximately 3.15 full-time equivalent (FTE) employees.

The grant agreement is funded by the City’s General Fund.

RECOMMENDATION

Approve the proposed resolution.

**-CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

**SECOND AMENDMENT
TO GRANT AGREEMENT**

BETWEEN

CITY AND COUNTY OF
SAN FRANCISCO

AND

**SF NEW DEAL
FSP CONTRACT NUMBER: 1000028500**

SMALL BUSINESS GRANT PAYMENT SUPPORT

This AMENDMENT (the “Amendment”) of the **April 1, 2023 Grant Agreement** (the “Agreement”) is dated as of **May 1, 2024** and is made in the City and County of San Francisco, State of California, by and between **SF NEW DEAL, a California nonprofit public benefit corporation** (“Grantee”) and the **City and County of San Francisco**, a municipal corporation (“City”) acting by and through the Office of Economic and Workforce Development (“OEWD”).

RECITALS

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals (“RFP”) 219, Program Area K Small Business Grants Payment Administrative Support, issued on December 3, 2021, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, the San Francisco Board of Supervisors adopted Resolution No. XXX-24 on DATE, approving a Second Amendment in accordance with the requirements of San Francisco Charter Section 9.118 (the “First Resolution”); and

WHEREAS, Grantee has submitted to the Department the Application Documents (as hereinafter defined) seeking a grant for the purpose of funding the matters set forth in the Grant Plan (as defined in the Agreement); and

WHEREAS, City and Grantee desire to enter into this Amendment to memorialize their continued relationship and modify the Agreement to **increase the contract amount, update the scope, update standard contractual clauses, and update invoicing and payment instructions**, on the terms and conditions set forth herein. and

WHEREAS, City and Grantee desire to execute this amendment to update the prior Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Grantee agree to amend said Grant Agreement as follows:

1. Definitions. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

a. **Agreement.** The term “Agreement” shall mean that certain Agreement dated **April 1, 2023** between Grantee and City, as amended by the:

First Amendment, dated December 1, 2023.

b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.

2. San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

3. Modifications to the Agreement. The Grant Agreement is hereby modified as follows:

(a) **Section 4.1.** Section 4.1 (“Implementation of Grant Plan; Cooperation with Monitoring”) of the Grant Agreement is hereby modified to add the following to the section:

“Nothing contained in this Agreement, or any agreement between Grantee and its subgrantee or otherwise, shall create any contractual relationship between the City and the Grantee’s subgrantee. This includes any agreement between Grantee and its mini-grant recipients. The Grantee’s obligation to pay its subgrantees or mini-grant recipients are an independent obligation from the City’s obligation to make payments to the Grantee. As a result, the City shall have no obligation to pay Grantee’s subgrantees, including mini-grant recipients, or to enforce the terms of any agreement between Grantee and its subgrantees or mini-grant recipients.”

(b) **Section 5.1.** Section 5.1 (“Maximum Amount of Grant Funds”) of the Grant Agreement currently reads:

“5.1 **Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **EIGHT MILLION NINE HUNDRED SIXTY THOUSAND** Dollars (**\$8,960,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$1,039,999** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as

available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$9,999,999.**”

Such section is hereby amended to read as follows (changes in bold):

“5.1 **Maximum Amount of Grant Funds.** The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **ELEVEN MILLION FOUR HUNDRED FIFTEEN THOUSAND** Dollars (**\$11,415,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

(c) **Section 6.5.** Section 6.5 (“Books and Records”) of the Grant Agreement reads as follows:

“6.5 **Books and Records.** Grantee shall establish and maintain 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 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 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.”

Such section is hereby amended to read as follows (changes in bold):

“6.5 **Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan, **including the mini-grant program**, 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 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 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.”

(d) **Section 6.6.** Section 6.6 (“Inspection and Audit”) of the Grant Agreement reads as follows:

“6.6 **Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts 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.”

Such section is hereby amended to read as follows (changes in bold):

“6.6 **Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours, **and on an as-needed basis**, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing **within three (3) business days of City’s request**. 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. **City’s ability to inspect and audit is a material term of the Agreement. If Grantee cannot provide sufficient documentation to the satisfaction of City, City reserves the right to withhold any payment to Grantee, offset against any portion of undistributed grant funds, demand specific performance of services, or terminate the Agreement for cause.**”

(e) **Section 12.1.** Section 12.1 (“Proprietary or Confidential Information of City”) of the Grant Agreement is hereby deleted and replaced in its entirety to read as follows:

“12.1 **Proprietary or Confidential Information.** Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City, or be provided to Grantee by individuals or organizations in the course of Grantee’s performance under this Agreement, and that such information may contain proprietary or 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 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 nonprofit 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 data given to or collected by Grantee, and/or destroy such data in any form or medium in which Grantee stores the data.”

(f) **Section 16.21.** Section 16.21 (“Compliance with Other Laws”) of the Grant Agreement is hereby amended in its entirety to read as follows (changes in **bold**):

“16.21 **Compliance with Other Laws.**

(a) 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.

(b) **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.**”

(g) **Appendix A.** Appendix A, Budget, of the Grant Agreement, and Appendix A-1, Budget of the First Amendment display the original total amount of **\$8,960,000.00**.

Such section is hereby amended to add Appendix A-2, Budget, which is attached hereto and incorporated herein by this reference and displays the budget for the increased grant amount for the additional services included in this Amendment.

- (h) **Appendix B** Appendix B-1, Definition of Grant Plan, of the First Amendment describes the services to be provided.

Such section is hereby amended to add Appendix B-2, which is attached hereto and incorporated herein by this reference and displays the additional services to be provided under this Amendment.

- (i) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement, and Appendix C-1, Invoicing and Payment Instructions of the First Amendment describes the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-2, Invoicing and Payment Instructions, which is attached hereto and incorporated herein by this reference and displays the updated invoicing and payment instructions.

4. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after (**The FISCAL effective date(s)**).

5. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Grant Agreement to be duly executed as of the date first specified herein.

CITY:

**CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and
through its OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

GRANTEE:

**SF NEW DEAL, a California nonprofit public
benefit corporation**

By:

Merrick Pascual
Chief Financial Officer

Approved as to Form:

David Chiu
City Attorney

By:

Mary Kamikihara
Deputy City Attorney

BY:

Print Name: Simon Bertrang

Title: Executive Director

Federal Tax ID #: 85-0498939

City Supplier Number: 0000042775

**Appendix A-2
Budget**

Budget Line Item	Description	Due Date	Amount
Mini-Grant Program			\$2,235,000.00
Deliverable 10	Revised Program Plan for Amendment 2	6/15/2024	\$25,000.00
Deliverable 11	Q4 Quarterly Report FY 24 (Mar-June 2024)	7/10/2024	\$100,000.00
Deliverable 12	Fillmore Pitch Program Plan	7/10/2024	\$20,000.00
Deliverable 13	Entertainment Grant Program Plan	5/24/2024	\$15,000.00
Deliverable 14	Entertainment Grant Application & Selection Report	8/15/2024	\$15,000.00
Deliverable 15	Entertainment Grant Midterm Report	10/15/2024	\$15,000.00
Deliverable 16	Entertainment Grant Final Report	12/13/2024	\$15,000.00
Deliverable 17	Tenderloin Grants Program Plan	5/31/2024	\$15,000.00
TOTAL BUDGET			\$2,455,000.00

Appendix B-2 Definition of Grant Plan

The term “Grant Plan” shall mean

PROJECT DEFINITIONS

City – City and County of San Francisco

City’s Team – Jossiel Cruseta, Community Economic Development (CED), Small Business Programs Administrator, OEWD

Grantee – SF New Deal

Grantee’s Team – Simon Bertrang, Executive Director, SF New Deal

OEWD – Office of Economic and Workforce Development, a department of the City

Project – Services described in this Agreement

DESCRIPTION OF SERVICES

The grantee will provide financial management and administrative support for small business grant programs.

TASKS AND DELIVERABLES

Task 1. Grantee shall provide financial management and administrative support for small business grant programs

Task 1.1.

- Grantee shall provide financial assistance for grant distribution for small business grant programs.
- Grantee shall review grant payment requests and confirm receipt within five business days.
- Grantee shall collect W9 forms from small business grant recipients.
- Grantee shall provide timely distribution of checks for the City or mail directly to vendors per City request.
- Grantee shall carry up to \$1M in accounts receivable from the City - i.e. Grantee shall ensure rapid grant distribution with a subsequent request for reimbursement from the City.
- Grantee shall submit monthly invoices of grant payments issued, including project costs and administrative fees charged
- Grantee shall issue 1099s to small business grant recipients and correct any errors flagged by the IRS.
- Grantee shall provide a client services team to work with small business grant recipients to answer questions and ensure timely collection of documentation needed to disburse grants.

Task 1.2

- Grantee shall design, in coordination with the City team, a streamlined disbursement system to process the grant payments.

Task 2 Mini-Grant Program Administration

Grantee shall support the development and administration of mini-grant programs, including, but not limited to developing grant materials, application, processes, management of application process, executing agreements with recipients, coordinating and supporting public events or informational sessions

related to the grant, producing reports on progress, challenges, and areas of opportunity to improve impact and efficiency of mini-grant program.

Grantee shall review all mini-grant applications for accuracy and sufficiency, and confirm that grant recipients meet all requirements of the mini-grant program prior to awarding any grant funds.

The mini-grant program, in addition to all written materials implementing the program, must be preapproved by OEWD in writing prior to its implementation.

Deliverables

Deliverable 1

1. Provide a plan and budget for a small business grant program for City approval. Plan will include mechanisms for rapid distribution of small business grants and will include outreach to ensure collection of W9s and other documentation; adequate recordkeeping and accounting to ensure compliance and IRS reporting; and follow-up to collect evaluation data or correct any errors in 1099 reporting. Program Plan will include plans for an Airtable database and dashboard with ability for OEWD to access live reporting on all grant recipients.

Deliverables 3, 4, 5, 8, 9, 10, 11 (Report: Checks Written and Quarterly Reports)

1. Provide a list of all businesses awarded grants within reported period, including the amounts and disbursement date. Include a narrative of how the organization assisted businesses with applications and completing grant requirements.

NOTE: Administrative costs for the Grantee are dependent on the number of grants disbursed not the size of the grants.

Deliverable 10 Revised Program Plan for Amendment 2

Provide a plan and budget for a small business grant program for City approval. Plan will include how additional amendment funding is to be distributed across mini-grant programs, including anticipated budget amounts by program, timelines, administrative costs and any other program delivery costs.

Deliverable 12 (Lower Fillmore Small Business Pitch Program Plan)

Provide a plan and budget for the Lower Fillmore Small Business Pitch mini-grant program for City approval. Plan will include how Fillmore Pitch funding is to be distributed across the program, costs associated with the Fillmore Pitch events, administrative costs and any other program delivery costs as well as timeline for events and mini-grant delivery.

Deliverables 13, 14 (Mini Grant Program Plans)

The mini-grant program, in addition to all written materials implementing the program, must be preapproved by OEWD in writing prior to its implementation. Grantee shall provide a detailed program plan including, but not limited to, a timeline, selection criteria, question set, and the names and qualifications of individuals serving on selection panels. Grantee will be responsible for ensuring that any community organizations that apply to the mini-grant program are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the agreement, including those established by the California Attorney General's Registry of Charitable Trusts.

OEWD has final approval authority over the proposed program and reserves the right to appoint City staff or other stakeholders with relevant expertise as panelists/proposal evaluators. Following the selection of mini-grant awardees, and prior to the issuance of any grant funds, OEWD reserves the right to request documentation (e.g. proposals, scoring materials and evaluations, and any other documentation used in connection with the evaluation process for each of the mini-grant awardees.). Should OEWD determine

that the selection process was unfairly or improperly conducted, OEWD reserves the right to take appropriate remedies, which may include canceling the award(s), program, or rescinding grant funds.

Deliverable 13 Program Plan

Grantee shall provide a plan and budget for the application process for the Downtown Arts, Culture, Entertainment Revitalization Program for City approval. The program plan should include, but not be limited to, team scope and roles, timeline, marketing plan, proposed application, proposed scoring rubric, and the names and qualifications of individuals serving as proposal evaluators. Grantee will be responsible for ensuring that any community organizations that apply to the program are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the agreement, including those established by the California Attorney General's Registry of Charitable Trusts. The Program Plan should also include plans for an Airtable database and dashboard with the ability for OEWD to access live reporting on all grant applicants.

OEWD has final approval authority over the proposed program and reserves the right to appoint City staff or other stakeholders with relevant expertise as proposal evaluators. Following the selection of the awardees, and prior to the issuance of any grant funds, OEWD reserves the right to request documentation (e.g. proposals, scoring materials and evaluations, and any other documentation used in connection with the evaluation process for each of the awardees.). Should OEWD determine that the selection process was unfairly or improperly conducted, OEWD reserves the right to take appropriate remedies, which may include canceling the award(s), program, or rescinding grant funds.

Deliverable 14 Entertainment Grant Application & Selection Report

Grantee shall provide an Application and Selection Report. The report should include, but not be limited to, the implemented scoring rubric, grant application, names and qualifications of individuals who served as evaluators. The report shall additionally provide an overview of the selected proposals thus far, including, but not limited to, the name of the main applicant, type of event/campaign for which the grant is intended, monetary allocation, and name, small business central categories, and San Francisco BAN number of all participating businesses or vendors.

Deliverables 15, 16 (Entertainment Grant Mid-Term and Final Reports)

Deliverable 15 Entertainment Grant Midterm Report

Grantee shall provide a Midterm Report. The report should include, but not be limited to, number of applications received, number of proposals selected, list with the amount of the grant funds distributed, and an overview of the selected proposal including, but not limited to, the name of the selected main applicant, type of event/campaign for which the grant is intended, name, small business central categories and San Francisco BAN number of all participating businesses or vendors, monetary allocation, and an update on the status of each selected proposal within the pipeline.

Deliverable 16 Entertainment Grant Final Report

Grantee shall provide a Final Report. The final report should provide an update to the midterm report and should include, but not be limited to, an update on the status of each selected proposal within the pipeline and a final report shall summarize key success stories and information in publicly facing documents in a sharable format with larger audiences that does not include any Confidential Information, or personal information of grant recipients.

Deliverable 17 Tenderloin Grants Program Plan

Provide a plan and budget for Tenderloin Storefront Opportunity Grant, Tenderloin SF Shines Grant, and Tenderloin Business Training Grant programs for City approval. The Tenderloin SF Shines and

Tenderloin Business Training grant funds will be added to existing OEWD SF Shines and Business Training grant programs, but the Tenderloin Storefront Opportunity Grant program will be a new program designed by SF Planning with the assistance of Grantee. The Program Plan will include how Tenderloin Community Action Plan funding is to be distributed across mini-grant programs, administrative costs and any other program delivery costs as well as timeline for grant delivery. Any budget not allocated in this Program Plan to administrative costs or other program delivery costs would be spent on mini-grants.

Appendix C-2 Invoicing and Payment Instructions

Instructions:

- I. Grantee will submit a “**Funding Request**” and “**Schedule 1 To Request for Funding**” (pp. C-3 through C-5) along with all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. Only one invoice should be submitted per month. These documents must be submitted electronically via email to: owd.ap@sfgov.org. Please reference “Invoice Submission,” your organization or agency name, grant project title, Purchase Order number, and the month and year for which funds are being requested, and OEWD Programmatic contact (see Article 15) in the subject line of the email.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the Funding Request may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the Funding Request and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final Funding Request which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final Funding Request. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. ***NOTE: Note that all deliverables must be approved by the PM and submitted with written approval to owd.ap@sfgov.org on or before the term end date.***
- V. OEWD may change the Funding Request submission method at its discretion by notifying Grantee.
- VI. Acquisition and Disposition of Nonexpendable Property
 - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, 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 the end of the term or

upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.

B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.

C. Any interest of Grantee or any subcontractor, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor in connection with this Agreement or the implementation of the Work Program or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

FUNDING REQUEST

_____, 20__ (Date of invoice submission)

Office of Economic and Workforce Development (OEWD)
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
oe wd.ap@sfgov.org

Re: **SMALL BUSINESS GRANT PAYMENT SUPPORT**

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **APRIL 1, 2023**, between **SF NEW DEAL** (“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:

Month and Year for which
funds are being requested: _____
Total Amount Requested
in this Request: \$ _____

Maximum Amount of
Grant Funds Specified in
Section 5.1 of the Grant
Agreement: **\$ 11,415,000.00**

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.

(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 person submitting this request through the City’s approved electronic submission system is authorized to execute this Funding Request on behalf of Grantee, and;

(f) By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Section 17.14, the City’s statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

SF NEW DEAL, a California Non-Profit Public Benefit Corporation

Signature: _____

Print Name: _____

Title: _____

SCHEDULE 1 TO REQUEST FOR FUNDING

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

Budget Line Item	Description	Amount
Mini-Grant Program		
Deliverable 10	Revised Program Plan for Amendment 2	
Deliverable 11	Q4 Quarterly Report FY 24 (Mar-June 2024)	
Deliverable 12	Fillmore Pitch Program Plan	
Deliverable 13	Entertainment Grant Program Plan	
Deliverable 14	Entertainment Grant Application & Selection Report	
Deliverable 15	Entertainment Grant Midterm Report	
Deliverable 16	Entertainment Grant Final Report	
Deliverable 17	Tenderloin Grants Program Plan	
Total Amount Invoiced:		

The following are attached as part of this Schedule 1:

- (1) an invoice for each item of Eligible Expense for which Grant Funds are requested;
- (2) for cost reimbursement-based line items, submit PDF copies of receipts, invoices, canceled checks or other written evidence documenting the payment of each invoice if requested by OEWD;
- (3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, or copies of payroll checks together with both sides of canceled payroll checks evidencing payment thereof or a payroll register detailing earnings;
- (4) for deliverable-based line items numbered in the budget, confirmation of delivery and acceptance by OEWD Program Manager (i.e. PDF of the approval email from the Program Manager clearly identifying approved deliverables by number). Copies of deliverables themselves should be submitted with the funding request only if requested by OEWD. **Note that all deliverables must receive written approval from the Program Manager on or before the term end date.**

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

SF NEW DEAL
FSP Contract Number: 1000028500

THIS GRANT AGREEMENT (“Agreement”) is made as of **APRIL 1, 2023**, in the City and County of San Francisco, State of California, by and between **SF NEW DEAL**, a California nonprofit public benefit corporation (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through **THE OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT** (“Department”),

RECITALS

WHEREAS, Grantee has applied to the Department for a **Small Business Grants Payment Support** grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

The Grantee shall provide both financial management and administrative support for the small business grant programs, and work with the City team to streamline the disbursement system for grant payments and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through RFP 219, Program Area K Small Business Grants Payment Administrative Support, a Request for Proposals (“RFP”) issued on December 3, 2021, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

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

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, 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:

- (a) “**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.
- (b) “**Application Documents**” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) “**Budget**” shall mean the budget attached hereto as part of Appendix B.
- (d) “**Charter**” shall mean the Charter of City.
- (e) “**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.
- (f) “**Controller**” shall mean the Controller of City.
- (g) “**Eligible Expenses**” shall have the meaning set forth in Appendix A.
- (h) “**Event of Default**” shall have the meaning set forth in Section 11.1.
- (i) “**Fiscal Quarter**” shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) “**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.
- (k) “**Funding Request**” shall have the meaning set forth in Section 5.3(a).
- (l) “**Grant**” shall mean this Agreement.
- (m) “**Grant Funds**” shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) “**Grant Plan**” shall have the meaning set forth in Appendix B.
- (o) “**Indemnified Parties**” shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(p) “**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.

(q) “**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, 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.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. 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.

1.4 Order of Precedence. Grantee agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, the RFP, and Grantee’s proposal dated January 13, 2022. The RFP and Grantee’s proposal are incorporated by reference as though fully set forth herein. Should there be a conflict of terms or conditions, this Agreement shall control over the RFP and the Grantee’s proposal. If the Appendices to this Agreement include any standard printed terms from the Grantee, Grantee agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the City’s terms and Grantee’s printed terms attached, the City’s terms shall take precedence, followed by the procurement issued by the department, Grantee’s proposal, and Grantee’s printed terms, respectively.

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 Nonappropriation 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 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term. The term of this Agreement shall commence on April 1, 2023 and expire on June 30, 2025, unless earlier terminated as otherwise provided herein. Grantee shall not 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 without the

prior written consent of City. 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 Grantee's 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 drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies 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.

(a) 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.

(b) Without limiting the obligations of Grantee set forth in subsection (a) 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. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **SIX MILLION THREE HUNDRED SIXTY THOUSAND** Dollars (**\$6,360,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the "Grant Amount").

Contingent Amount: "Contingent Amount" shall mean an amount not to exceed **\$1,590,000** in the City's sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$7,950,000**.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A 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.

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

(a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. 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.

(b) 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. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds no more than once during each **MONTH**.

5.4 State or Federal Funds (Reserve)

5.5 Construction.

(a) For Grant Plans that include construction or renovation activity, Grantee shall obtain all permits and comply with all applicable laws with respect to the work including the payment of prevailing wages. Grantee shall exercise prudent construction management and oversight, including ensuring that all contractors are licensed and bonded for the work, and that they maintain builders all risk and general liability insurance. City's funding contribution will not exceed the amounts set forth in this Agreement, and Grantee will be responsible for any and all cost overruns or construction defects or deficiencies. Grantee shall maintain appropriate reserves for contingencies.

(b) For any construction project costing \$200,000 or more, Grantee shall competitively bid the work. For any project costing more than \$5,000 but less than \$200,000, Grantee shall informally or formally solicit at least 3 proposals or bids from eligible contractors. Grantee may seek a waiver of these requirements from the City with justification, but any such waiver may be given or withheld in the City's sole discretion. For construction and rehabilitation projects that require building permits, Grantee shall consult with the Mayor's Office on Disability before applying for such permit to ensure that any disability accommodation issues are appropriately addressed.

(c) If the Grant Funds are used for the rehabilitation or improvement of real property, then Grantee shall maintain the nonprofit eligible purpose and use of the property consistent with this Agreement for the Tenure Period. The "Tenure Period" of this Agreement is the period of time that starts on the date of completion of the rehabilitation or improvements and that ends five (5) years thereafter. If Grantee leases the property and the remaining term of the lease is less than five (5) years following the

expected date of completion such that Grantee may not be in a position to satisfy the Tenure Period requirement set forth above, then Grantee shall inform the City of such fact before the start of the construction work. The City may elect not to provide the Grant Funds if continued use of the real property for the full Tenure Period cannot reasonably be achieved.

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.

6.2 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 the valid nonprofit status described in Section 8.1.

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 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 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 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 of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts 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 at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Grantee's Board of Directors. Grantee 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 governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to 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, any and 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:

(a) 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.

(b) 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.

(c) 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 the 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 the 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 authorized by all necessary action the execution, delivery and performance of this Agreement. 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. 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.

(a) 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 the City if it becomes aware of any such fact during the term of this Agreement.

(b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without 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, 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.

8.6 Subcontracts. Except as may be permitted under Section 13.3, 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 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.

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; 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 the 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: (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 AGGREGATE 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, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

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

(b) Commercial General 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 Contractual Liability, Personal Injury, Products and Completed Operations, and

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

(a) Name as additional insured City and its officers, agents and employees.

(b) 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 be endorsed to 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. Should 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. Should 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, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with 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.

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, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

10.9 Worker's Compensation. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, 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:

(a) **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.

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

(c) **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 or 16.

(d) **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.

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

(f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) 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, (iii) makes an assignment for the benefit of its creditors, (iv) 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 (v) takes action for the purpose of any of the foregoing.

(g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) 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, (ii) 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 (iii) 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:

(a) **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 the 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.

(b) **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 the City in its sole discretion, shall be disbursed without interest.

(c) **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.

(d) **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:

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

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

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

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors 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 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 private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee 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 nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) 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. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

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 ASSIGNMENTS 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 of 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 lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **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 of the 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.

(b) **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. 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 of 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.

(a) 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.

(b) 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).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 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: **CITY & COUNTY OF SAN FRANCISCO**
OFFICE OF ECONOMIC AND WORKFORCE
DEVELOPMENT
1 SOUTH VAN NESS AVE., 5TH FLOOR
San Francisco, CA **94103**
Attn: **LARRY MCCLENDON**
Email: **LARRY.MCCLENDON@SFGOV.ORG**

If to Grantee: **SF NEW DEAL**
60 29TH STREET UNIT 310
San Francisco, CA **94110**
Attn: **SIMON BERTRANG**
Email: **SIMON@SFNEWDEAL.ORG**

Any notice of default must be sent by registered mail.

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 notice to the other party.

ARTICLE 16 COMPLIANCE

16.1 Reserved.

16.2 Nondiscrimination; Penalties.

(a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** 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 or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

16.4 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.

16.5 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.

16.6 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. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the 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 the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8. Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the 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 (i) 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, (ii) a candidate for that City elective office, or (iii) 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 the 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 the City department with whom it is contracting.

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

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco 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 (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) 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 the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 “Reserved (Working with Minors)”

16.14 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, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, 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 the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

(a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

(b) The requirements of Chapter 12T shall only apply to a Contractor’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of 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.

16.18 Slavery Era Disclosure. (Reserved)

16.19 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.

16.20 Reserved.

16.21. 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 laws and regulations. Grantee agrees to maintain its good standing as a nonprofit corporation at all times during the term of this Agreement. This agreement to maintain good standing includes, without limitation, Grantee's continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General's Registry of Charitable Trusts, and any other applicable agency or entity having jurisdiction over Grantee. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Grantee shall provide documentation demonstrating its compliance with all applicable legal requirements. If Grantee will use any subcontractors, subgrantees, or subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the Agreement. Any failure by Grantee or any subcontractors, subgrantees, or subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement."

**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 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

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
- Appendix C, Invoicing and Payment Instructions
- Appendix D, Interests in Other City Contracts
- Appendix E, Permitted Subgrantees

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:

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

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. (Reserved)

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 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 he or she has 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:

**OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

SF NEW DEAL, a **California** nonprofit public benefit corporation

DocuSigned by:
Kate Sofis
By: F98E00C52682407...
kate sofis
Kate Sofis
Executive Director

DocuSigned by:
Simon Bertrang
By: 3D43593DCC16444...
Simon Bertrang
Print Name: Simon Bertrang

Approved as to Form:

Title: Executive Director

David Chiu
City Attorney

Federal Tax ID: 85-0498939

City Supplier Number: 0000042775

DocuSigned by:
Vincent Brown
By: 5D88F562E4274BB...
Vincent Brown

Vincent L. Brown
Deputy City Attorney

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.

All Eligible Expenses *must* be:

- (a) paid by Grantee prior to the submission of the applicable Funding Request (no advances of Grant Funds shall be made unless agreed to in writing between both parties);
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.

Eligible Expenses shall *include*:

- (1) net salaries and wages
- (2) rent or related fees for equipment, performance or meeting halls or studios;
- (3) telephone charges, stationery and office supplies; and
- (4) advertising and publicity costs.

Eligible Expenses shall specifically *exclude*:

- (1) personal or business-related costs or expenses related to meals, catering, transportation, lodging, fundraising or educational activities;
- (2) capital expenses;
- (3) any costs or expenses which are prohibited under the terms and conditions of any federal or state grant supplying all or any portion of the Grant Funds;
- (4) penalties, late charges or interest on any late payments; or
- (5) 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.

Project Budget

Budget Line Item	Description	Detail / Due Date	Budget Amount
Mini-Grant Program			\$5,740,000.00
Deliverable 1	Program Plan	4/1/23	\$170,000.00
Deliverable 2	Report: 100 Checks Written	6/15/25	\$50,000.00
Deliverable 3	Report: 200 Checks Written	6/15/25	\$50,000.00
Deliverable 4	Report: 300 Checks Written	6/15/25	\$50,000.00
Deliverable 5	Report: 400 Checks Written	6/15/25	\$50,000.00
Deliverable 6	Report: 500 Checks Written	6/15/25	\$50,000.00
Deliverable 7	Report: 600 Checks Written	6/15/25	\$50,000.00
Deliverable 8	Report: 700 Checks Written	6/15/25	\$50,000.00
Deliverable 9	Report: 800 Checks Written	6/15/25	\$50,000.00
Deliverable 10	Report: 900 Checks Written	6/15/25	\$50,000.00
TOTAL BUDGET			\$6,360,000.00

Appendix B--Definition of Grant Plan

The term “Grant Plan” shall mean

PROJECT DEFINITIONS

City – City and County of San Francisco

City’s Team – Larry McClendon, Community Economic Development (CED) Senior Program Manager, OEWD

Grantee – SF New Deal

Grantee’s Team – Simon Bertrang, Executive Director, SF New Deal

OEWD – Office of Economic and Workforce Development, a department of the City

Project – Services described in this Agreement

DESCRIPTION OF SERVICES

The grantee will provide financial management and administrative support for small business grant programs.

TASKS AND DELIVERABLES

1. Grantee shall provide financial management and administrative support for small business grant programs

Task 1.1.

- Grantee shall provide financial assistance for grant distribution for small business grant programs.
- Grantee shall review grant payment requests and confirm receipt within five business days.
- Grantee shall collect W9 forms from small business grant recipients.
- Grantee shall provide timely distribution of checks for the City or mail directly to vendors per City request.
- Grantee shall carry up to \$1M in accounts receivable from the City - i.e. Grantee shall ensure rapid grant distribution with a subsequent request for reimbursement from the City.
- Grantee shall submit monthly invoices of grant payments issued, including project costs and administrative fees charged
- Grantee shall issue 1099s to small business grant recipients and correct any errors flagged by the IRS.
- Grantee shall provide a client services team to work with small business grant recipients to answer questions and ensure timely collection of documentation needed to disburse grants.

Task 1.2

- Grantee shall design, in coordination with the City team, a streamlined disbursement system to process the grant payments.

Deliverables

Deliverable 1

1. Provide a plan and budget for a small business grant program for City approval. Plan will include mechanisms for rapid distribution of small business grants and will include outreach to ensure collection of W9s and other documentation; adequate recordkeeping and accounting to ensure compliance and IRS reporting; and follow-up to collect evaluation data or correct any errors in 1099 reporting. Program Plan will include plans for an Airtable database and dashboard with ability for OEWD to access live reporting on all grant recipients.

Deliverables 2-10

1. Provide a list of all businesses awarded grants organized into groups of 100, including the amounts and disbursement date. Include a narrative of how the organization assisted businesses with applications and completing grant requirements. NOTE: Administrative costs for the Grantee are dependent on the number of grants disbursed not the size of the grants.

The mini-grant program, in addition to all written materials implementing the program, must be pre-approved by OEWD in writing prior to its implementation. Grantee shall provide a detailed program plan including, but not limited to, a timeline, selection criteria, question set, and the names and qualifications of individuals serving on selection panels. Grantee will be responsible for ensuring that any community organizations that apply to the mini-grant program are also in compliance with all applicable legal requirements at the time of grant execution and for the duration of the agreement, including those established by the California Attorney General's Registry of Charitable Trusts.

OEWD has final approval authority over the proposed program and reserves the right to appoint City staff or other stakeholders with relevant expertise as panelists/proposal evaluators. Following the selection of mini-grant awardees, and prior to the issuance of any grant funds, OEWD reserves the right to request documentation (e.g. proposals, scoring materials and evaluations, and any other documentation used in connection with the evaluation process for each of the mini-grant awardees.). Should OEWD determine that the selection process was unfairly or improperly conducted, OEWD reserves the right to take appropriate remedies, which may include canceling the award(s), program, or rescinding grant funds.

Appendix C Invoicing and Payment Instructions

Instructions:

- I. Grantee will submit a “Funding Request” and “Schedule 1 To Request for Funding” (pp. C-3 through C-5) along with all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. Only one invoice should be submitted per month. These documents must be submitted electronically via email to: oewd.ap@sfgov.org. Please reference “Invoice Submission,” your organization or agency name, grant project title, Purchase Order number, and the month and year for which funds are being requested, and OEWD Programmatic contact (see Article 15) in the subject line of the email.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the Funding Request may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the Funding Request and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final Funding Request which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final Funding Request. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. **NOTE: Note that all deliverables must be approved by the PM and submitted with written approval to oewd.ap@sfgov.org on or before the term end date.**
- V. OEWD may change the Funding Request submission method at its discretion by notifying Grantee.
- VI. Acquisition and Disposition of Nonexpendable Property
 - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, 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 the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.

B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.

C. Any interest of Grantee or any subcontractor, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor in connection with this Agreement or the implementation of the Work Program or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

FUNDING REQUEST

_____, 20__ (Date of invoice submission)

Office of Economic and Workforce Development (OEWD)
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
oezd.ap@sfgov.org

Re: Small Business Grants Payment Support

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **APRIL 1, 2023**, between **SF NEW DEAL** (“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:

Month and Year for which funds are being requested: _____

Total Amount Requested in this Request: \$_____

Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement: **\$6,360,000.00**

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.

(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 person submitting this request through the City’s approved electronic submission system is authorized to execute this Funding Request on behalf of Grantee, and;

(f) By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Section 17.14, the City’s statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

SF NEW DEAL, a **California** nonprofit public benefit corporation

Signature: _____

Print Name: _____

Title: _____

SCHEDULE 1 TO REQUEST FOR FUNDING

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

Budget Line Item	Description	Amount
Mini-Grant Program		
Deliverable 1	Program Plan	
Deliverable 2	Report: 100 Checks Written	
Deliverable 3	Report: 200 Checks Written	
Deliverable 4	Report: 300 Checks Written	
Deliverable 5	Report: 400 Checks Written	
Deliverable 6	Report: 500 Checks Written	
Deliverable 7	Report: 600 Checks Written	
Deliverable 8	Report: 700 Checks Written	
Deliverable 9	Report: 800 Checks Written	
Deliverable 10	Report: 900 Checks Written	
TOTAL INVOICE AMOUNT		

The following are attached as part of this Schedule 1:

- (1) an invoice for each item of Eligible Expense for which Grant Funds are requested;
- (2) for cost reimbursement-based line items, submit PDF copies of receipts, invoices, canceled checks or other written evidence documenting the payment of each invoice if requested by OEWD;
- (3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, or copies of payroll checks together with both sides of canceled payroll checks evidencing payment thereof or a payroll register detailing earnings;
- (4) for deliverable-based line items numbered in the budget, confirmation of delivery and acceptance by OEWD Program Manager (i.e. PDF of the approval email from the Program Manager clearly identifying approved deliverables by number). Copies of deliverables themselves should be submitted with the funding request only if requested by OEWD. **Note that all deliverables must receive written approval from the Program Manager on or before the term end date.**

Appendix D--Interests In Other City Contracts

City Department or Commission	Date of Contract	Amount of Contract

Appendix E--Permitted Subgrantees

None

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT**

**FIRST AMENDMENT
TO GRANT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND
SF NEW DEAL**

SMALL BUSINESS GRANT PAYMENT SUPPORT

THIS FIRST AMENDMENT TO GRANT AGREEMENT (this “Amendment”) is made as of the **First** day of **December, 2023**, in San Francisco, California, by and between **SF New Deal, a California Non-Profit Public Benefit Corporation** located at **60 29th Street, Unit 310 San Francisco, California 94110**, hereinafter referred to as (“Grantee”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through the Office of Economic and Workforce Development (“OEWD”).

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below);

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21G.3 through Request for Proposals (“RFP”) 219, Program Area K- Small Business Grants Payment Administrative Support, issued on December 3, 2021, in which City selected Grantee as the highest qualified scorer pursuant to the RFP; and

WHEREAS, City and Grantee desire to enter into this Amendment to memorialize their continued contractual relationship and modify the Agreement to **increase the contract amount, update standard contractual clauses, and update invoicing and payment instructions** on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual covenants and obligations of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

- a. Agreement.** The term “Agreement” shall mean that certain Agreement dated **April 1, 2023** between Grantee and City.
- b. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

- (a) Article 5.1 Maximum Amount of Grant Funds** of the Agreement currently reads as follows:

“5.1 Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **SIX MILLION THREE HUNDRED SIXTY**

THOUSAND Dollars (**\$6,360,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$1,590,000** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$7,950,000.**”

Such section is hereby amended and restated in its entirety to read as follows:

“5.1 Maximum Amount of Grant Funds. The amount of the Grant Funds authorized for disbursement hereunder shall not exceed **EIGHT MILLION NINE HUNDRED SIXTY THOUSAND** Dollars (**\$8,960,000**) during the Term of the Agreement, plus any Contingent Amount (as defined below) authorized by City and certified as available by the Controller (collectively, the “Grant Amount”).

Contingent Amount: “Contingent Amount” shall mean an amount not to exceed **\$1,039,999** in the City’s sole discretion, that may be available as contingency funding for the Grant Plan (Appendix B) subject to authorization by the City and certified as available by the Controller. Grantee shall not use or otherwise allocate the Contingent Amount in the Project Budget (Appendix A) without: (a) submitting a written request to revise the Project Budget and Grant Plan to OEWD along with a proposed revision to the Project Budget and Grant Plan, if applicable, and (b) prior written approval by OEWD of such revision to the Project Budget and Grant Plan, if applicable. Grantee further understands and agrees that no disbursement of any portion of the Contingent Amount will be made unless and until such funds are certified as available by the Controller. Grantee shall comply with the terms and conditions of this Agreement with regard to the Contingent Amount.

In no event shall the amount of Grant Funds disbursed hereunder exceed **\$9,999,999.**”

- (b) **Appendix A.** Appendix A, Budget, of the Grant Agreement displays the original total amount of **\$6,360,000.**

Such section is hereby superseded in its entirety by Appendix A-1, Budget, which is attached hereto and incorporated herein by this reference and displays the budget as herein modified.

- (c) **Appendix C.** Appendix C, Invoicing and Payment Instructions, of the Grant Agreement describes the process for requesting funding.

Such section is hereby superseded in its entirety by Appendix C-1, Invoicing and Payment Instructions, which is attached hereto and incorporated herein by this reference and displays the updated invoicing and payment instructions.

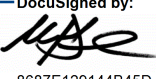
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **December 1, 2023**.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first specified herein.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through its
**OFFICE OF ECONOMIC AND
WORKFORCE DEVELOPMENT**

DocuSigned by:
By: 
8687E129144B45D...
Merrick Pascual
Merrick Pascual
Chief Financial Officer

GRANTEE:

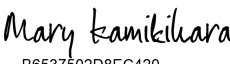
By signing this Amendment, I certify on behalf of Grantee and not in my individual capacity that Grantee complies with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

SF NEW DEAL,
a **California** nonprofit public benefit corporation

DocuSigned by:
By: 
3D43593DCC16444...
Simon Bertrang
Name: Simon Bertrang
Title: Executive Director
Federal Tax ID Number: 85-0498939
City Supplier Number: 0000042775

Approved as to Form:

David Chiu
City Attorney

DocuSigned by:
By: 
B6537502D8EC420...
Mary Kamikihara
Mary Kamikihara
Deputy City Attorney

**Appendix A-1
Budget**

Budget Line Item	Description	Detail / Due Date	Budget Amount
Mini-Grant Program			\$8,070,000
Deliverable 1	Program Plan	4/1/2023	\$170,000.00
Deliverable 2	Report: 100 Checks Written	6/15/2025	\$50,000.00
Deliverable 3	Report: 200 Checks Written	6/15/2025	\$50,000.00
Deliverable 4	Report: 300 Checks Written	6/15/2025	\$50,000.00
Deliverable 5	Report: 400 Checks Written	6/15/2025	\$50,000.00
Deliverable 6	Q1 Quarterly Report FY24 (July - Sept 2023)	12/15/2023	\$130,000.00
Deliverable 7	Q2 Quarterly Report FY24 (Oct - Dec 2023)	1/15/2024	\$130,000.00
Deliverable 8	Revised Program Plan for Amendment 1	1/1/2024	\$130,000.00
Deliverable 9	Q3 Quarterly Report FY24 (Jan - Mar 2024)	4/15/2024	\$130,000.00
TOTAL BUDGET			\$8,960,000.00

Appendix C-1 Invoicing and Payment Instructions

Instructions:

- I. Grantee will submit a “**Funding Request**” and “**Schedule 1 To Request for Funding**” (pp. C-3 through C-5) along with all supporting documentation (invoices, receipts, copies of checks, copies of deliverables or confirmation of delivery from Program Manager) within 10 days after the month that expenses were incurred or the deliverable was accepted by OEWD. Only one invoice should be submitted per month. These documents must be submitted electronically via email to: owd.ap@sfgov.org. Please reference “Invoice Submission,” your organization or agency name, grant project title, Purchase Order number, and the month and year for which funds are being requested, and OEWD Programmatic contact (see Article 15) in the subject line of the email.
- II. Failure to submit required documents by specified deadlines may result in withholding of contract payments. Failure to submit sufficient supporting documentation and/or any discrepancies on the Funding Request may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and/or termination.
- III. Following OEWD verification that claimed services are authorized and delivered satisfactorily, OEWD will authorize payment no later than 30 days after receipt of the Funding Request and all billing information set forth above.
- IV. Grantee shall be prepared to submit a final Funding Request which reconciles all charges for the fiscal year. If a refund is due to OEWD, it must be submitted with the final Funding Request. OEWD will inform Grantee of the due date for all close-out deadlines. Any expenses submitted after the communicated deadline (generally 20 days following the fiscal year end) will not be paid. **NOTE: Note that all deliverables must be approved by the PM and submitted with written approval to owd.ap@sfgov.org on or before the term end date.**
- V. OEWD may change the Funding Request submission method at its discretion by notifying Grantee.
- VI. Acquisition and Disposition of Nonexpendable Property
 - A. Title to all nonexpendable property (nonexpendable property is property other than real property that costs more than \$1,000.00 and has a useful life which exceeds one year) acquired by Grantee in whole or in part with funds (including WIA, WIOA, CDBG, and General Fund, unless prohibited by the source) provided under this Agreement, shall vest immediately in City for the purpose of securing Grantee's performance under this Agreement, unless City notifies Grantee to the contrary. Grantee shall take any and all steps necessary to take title to such property in City's name. Grantee shall have the right to possession of such property, 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 the end of the term or upon earlier expiration of this Agreement, possession of said property should be immediately surrendered if requested by the City.

B. Following the term or earlier expiration of this Agreement, City may release the nonexpendable property to Grantee, reallocate it to Grantee under subsequent Agreements, or allocate it to other beneficial public agencies or private nonprofit grantees.

C. Any interest of Grantee or any subcontractor, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subcontractor in connection with this Agreement or the implementation of the Work Program or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.

FUNDING REQUEST

_____, 20__ (Date of invoice submission)

Office of Economic and Workforce Development (OEWD)
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
owd.ap@sfgov.org

Re: **SMALL BUSINESS GRANT PAYMENT**

Pursuant to Section 5.3 of the Grant Agreement (the “Grant Agreement”) dated as of **APRIL 1, 2023**, between **SF NEW DEAL** (“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:

Month and Year for which funds are being requested: _____

Total Amount Requested in this Request: \$ _____

Maximum Amount of Grant Funds Specified in Section 5.1 of the Grant Agreement: \$ **8,960,000**

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.

(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 person submitting this request through the City’s approved electronic submission system is authorized to execute this Funding Request on behalf of Grantee, and;

(f) By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood Section 17.14, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

SF NEW DEAL, a California Non-Profit Public Benefit Corporation

Signature: _____

Print Name: _____

Title: _____

SCHEDULE 1 TO REQUEST FOR FUNDING

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

Budget Line Item	Description	Budget Amount
Mini-Grant Program		
Deliverable 1	Program Plan	
Deliverable 2	Report: 100 Checks Written	
Deliverable 3	Report: 200 Checks Written	
Deliverable 4	Report: 300 Checks Written	
Deliverable 5	Report: 400 Checks Written	
Deliverable 6	Q1 Quarterly Report FY24 (July - Sept 2023)	
Deliverable 7	Q2 Quarterly Report FY24 (Oct - Dec 2023)	
Deliverable 8	Revised Program Plan for Amendment 1	
Deliverable 9	Q3 Quarterly Report FY24 (Jan - Mar 2024)	
Total Amount Invoiced		

The following are attached as part of this Schedule 1:

- (1) an invoice for each item of Eligible Expense for which Grant Funds are requested;
- (2) for cost reimbursement-based line items, submit PDF copies of receipts, invoices, canceled checks or other written evidence documenting the payment of each invoice if requested by OEWD;
- (3) for Eligible Expenses which are wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, or copies of payroll checks together with both sides of canceled payroll checks evidencing payment thereof or a payroll register detailing earnings;
- (4) for deliverable-based line items numbered in the budget, confirmation of delivery and acceptance by OEWD Program Manager (i.e. PDF of the approval email from the Program Manager clearly identifying approved deliverables by number). Copies of deliverables themselves should be submitted with the funding request only if requested by OEWD. **Note that all deliverables must receive written approval from the Program Manager on or before the term end date.**

City and County of San Francisco



Request for Proposals (RFP) #219

Economic Development Grants

Issued by:	Office of Economic and Workforce Development (OEWD)
Date issued:	Friday, December 3, 2021
Proposals due:	<p>Thursday, January 6, 2022 by 5:00 P.M.</p> <p>Proposal submissions will be accepted online only. A link to the online application will be available starting December 8, 2021 at the following website: www.oewd.org/bid-opportunities/RFP-219</p>
<p>OEWD will host an optional Technical Assistance Conference to assist applicants in determining the eligibility of proposed projects, completing the proposal package, and navigating City requirements on:</p> <p style="text-align: center;">DATE: Thursday, December 9, 2021 TIME: 3:30 P.M. - 5:00 P.M.</p> <p style="text-align: center;">Please register for the Technical Assistance Conference using the following link: REGISTER HERE</p> <p>This event will be conducted remotely, in accordance with public health and accessibility guidelines. The event will include captioning. A recording of the meeting and all presentation materials will be posted to the OEWD website following the event at: www.oewd.org/bid-opportunities/RFP-219</p>	
Questions about this RFP?	<p>All technical assistance will be provided by phone or email in accordance with public health and accessibility guidelines. Please e-mail: oewd.procurement@sfgov.org</p>
<p>Need the RFP or application materials in alternative formats for persons with disabilities, or translation services? Please send an e-mail to: oewd.procurement@sfgov.org</p>	

Request for Proposals (RFP) #219

TABLE OF CONTENTS

(Hover mouse over Section Name, press “Ctrl”, then click on Section Name to navigate to that Section)

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II.	Program Areas and Scope of Work	8
III.	Application Process	71
IV.	Proposal Review Process	74
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Appendices:

- A. Application Questions – Request for Proposals 219
- B. Proposal Budget Template
- C. City Grant Terms (Form G-100)
- D. Applicant Requirements and Guidelines
- E. Supplier Registration Instructions

I. Introduction, Overview and Schedule

The COVID-19 pandemic has had a significant and lasting impact on the local, regional and national economy. In the Bay Area, COVID-19 has created particular hardships for small businesses and low-income workers. Restaurants, hospitality and entertainment, personal services, and retail venues shuttered, some permanently. Employees were laid off at scale with little safety net to sustain themselves. Overwhelmingly, the brunt of the economic impact was born by our most vulnerable communities: low-income women, BIPOC, immigrants, and people with disabilities.

Now with the power of vaccines protecting our health and enabling a return to day to day activities, OEWD is fully focused on helping our residents and our businesses to recover lost ground and thrive in our new normal. Businesses and workers alike find themselves in a new economic context, which carries significant implications for the programs and supports that can contribute to their success. From this crisis lies a transformational opportunity to address both the new economic context ushered in by the pandemic and the pervasive social and economic trends that have excluded diverse communities from meaningful economic participation.

The funding in this Request for Proposals (RFP) will provide a variety of projects and services that aim to expand economic opportunity, sustain community institutions, revitalize public spaces, and improve the quality of life for local residents and businesses. In line with OEWD's commitment to advancing racial equity and economic prosperity, resources will be prioritized for organizations that demonstrate their capacity to effectively respond to the needs of the City's most marginalized populations.

The total amount of funding anticipated for initial grant and contract awards is \$8,655,000.

Implementation of the grants and programs within this RFP will be overseen by three OEWD Divisions:

- **Business Development**

San Francisco has long been a beacon to people and companies who think outside the box. As a result, the City has become an international hub for a number of pioneering, forward-thinking industries including in life sciences, information technology, clean technology, manufacturing, fashion, nightlife, and international commerce.

Dedicated to continuing San Francisco's tradition of business excellence, OEWD's Business Development team provides specialized support to address the unique needs of businesses in a variety of key sectors. For emerging and established companies alike, our team serves as a centralized clearinghouse of information and services to support these industries' ongoing success.

- **Invest In Neighborhoods**

Invest in Neighborhoods ("IIN") is committed to advancing racial equity, diversity and inclusion in San Francisco's neighborhood commercial corridors and meeting the needs of local residents and users by strengthening small businesses, improving physical conditions, increasing quality of life, and building community capacity. In pursuit of these objectives, IIN offers programs that are designed to provide focused, customized assistance that meets the specific needs of San Francisco's neighborhood commercial corridors by leveraging existing programs from across multiple City departments and nonprofit partners. There are many programs offered through IIN for which more information can be found at <https://oewd.org/neighborhoods>

- **Office of Small Business**

The mission of the San Francisco Office of Small Business (“OSB”) is to equitably support, preserve and protect small businesses in San Francisco. We provide high quality direct services and programs, drive practical policy solutions, and serve as a champion for San Francisco’s diverse small business community. Directed by the Small Business Commission, the Office of Small Business (OSB) functions as the City's central point of information and referral for entrepreneurs and small businesses located in the City and County of San Francisco.

Through this RFP, we ask our partners to consider and submit proposals that appropriately adapt their services and activities to a current and future reality defined by COVID-19. We look forward to receiving your proposals, as our partnership with you and your organizations will strengthen our collective efforts in realizing an equitable recovery for San Francisco’s diverse communities.

A. Eligible Applicants

You are eligible to apply if you (or your Fiscal Sponsor) are:

- Are a nonprofit 501(c)(3) organization, registered with the Internal Revenue Service and in good standing with the State of California's Registry of Charitable Trusts.
 - For some service areas, proposals will also be considered from for-profit corporations and/or individual sole proprietors. Please review the Program Area Table on pages 8-10 of the RFP to confirm which service areas are open to for-profit applicants;
- Are not debarred or suspended from participation in local, State or Federal programs;
- Meet all minimum qualifications as described in Section II below;
- Can comply with all local, state or federal laws and regulations if funded. Please see **Appendix C** and **Appendix D** for more information about general terms and conditions of City funding opportunities.

B. Available Funding

The initial round of funding is expected to come from the local City funds ("General Fund"). OEWD may also award a variety of federal, state or local funding including, but not limited to:

- Department of Labor - Workforce Innovation and Opportunity Act (WIOA), American Apprenticeship Grant, Emergency Funds, etc.
- US Small Business Association (SBA)
- Housing and Urban Development - Community Development Block Grant (CDBG)
- Other city, state, federal and non-government sources, such as contributions from private foundations

The funding amounts listed in this RFP are anticipated initial funding awards, based on current budget availability. Actual awards will be determined by the number of responsive proposals that meet OEWD strategies and objectives, and funding may be less or more. Please submit budget requests according to the limits in this RFP, however, OEWD may negotiate different funding allocations and project goals before finalizing awards, should funding conditions change. If additional funding is secured, OEWD may elect to negotiate larger funding awards beyond the originally anticipated amounts listed in this RFP. In this case, funds may be allocated to enhance any of the programs described herein, at an amount proportional to the anticipated funding ranges noted in this RFP. Similarly, should funding no longer be available, OEWD may elect to not fund proposals at this time. Proposals are kept on file and OEWD may use them as a basis for future funding awards.

This RFP, and the proposals received as a result of it, may be used to justify funding decisions for other similar services and/or other funding that becomes available through OEWD or any other City department. OEWD, or other City agencies, will disclose any additional regulations or requirements during the negotiation process for grants or contracts that are awarded through this RFP and funded by other local, state, federal or non-city sources.

Nonprofit organizations funded by OEWD under this RFP may also be eligible to apply for funding under OEWD's nonprofit capacity fund. The goal of OEWD's nonprofit capacity fund is to maintain continuity of economic and workforce development services by potentially assisting OEWD's nonprofit suppliers with one-time, as-needed funds to support administrative operations and organizational effectiveness (e.g. leadership transition, strategic partnership). The fund is dependent on funding availability, and limited to nonprofit organizations who are currently funded by OEWD for the specific purpose of providing economic and workforce development services. When funding becomes available, eligible nonprofit organizations currently funded by OEWD will be notified of the opportunity to apply for funding.

C. Technical Assistance

OEWD is committed to ensuring all applicants have a fair chance to compete for this funding. In recognition of the current public health climate, all technical assistance will be provided online/by phone. OEWD has posted information on technical assistance offerings on the RFP 219 website. If you have any questions about this RFP, or need assistance with the application, please get in touch with our office at the following email address: oewd.procurement@sfgov.org

D. Service Period

Unless otherwise noted, successful proposals will be funded for a term of **one (1) year**, beginning in fiscal year 2021-2022. In some cases, the City may renew or extend programming through fiscal year 2025-2026. All decisions regarding the size, length, and scope of future funding awards are subject to OEWD approval and budget availability. Future funding is not guaranteed, and funding amounts and terms will depend upon the performance of the grantee during the initial award period, as well as other policy considerations as determined by OEWD. Grantees will be asked at a minimum to submit a final report of their activities and, if OEWD elects to renew the award, a revised scope of work and budget for the renewal period(s) for OEWD review. OEWD reserves the right, in its sole discretion, to not renew funding awards.

E. Schedule

The anticipated schedule for awarding initial funding is as follows:

Proposal Phase	Date
RFP is issued by the City	Friday, December 3, 2021
Technical Assistance Conference (optional) REGISTER HERE	Thursday, December 9, 2021 3:30 P.M. – 5:00 P.M. Held remotely via Zoom
Deadline for submission of written questions*	Friday, December 17, 2021
Answers to questions posted online	Tuesday, December 21, 2021 by end of day
Proposals due	Thursday, January 6, 2022 by 5:00 P.M.
Committee Review	Mid-January, 2022
Grantee Selection and award notification	Anticipated Tuesday, January 18, 2022
Protest period ends	5 business days after award notification
Projects begin	Projects anticipated to start in February 2022 or later

Each date is subject to change. For the latest schedule, check: <http://oewd.org/bid-opportunities/RFP-219>

*Note: Substantive questions regarding the program areas in this RFP – such as clarifying questions regarding the eligibility of proposed projects – must be submitted by December 17, 2021. Purely technical questions regarding how to complete or submit the RFP application packet will be answered until the proposal submission deadline. OEWD can schedule one-on-one consultations with applicants before the submission deadline to assist with completing the online application. Send an email to oewd.procurement@sfgov.org if you have technical assistance needs.

II. Program Areas and Scope of Work

This RFP includes **26** distinct economic development programs.

Press “Ctrl” and click the hyperlink (Program Area Name) to navigate to a specific program.

Business Development Programs

#	Program Area Name	Maximum Budget Request per Proposal	Anticipated Number of Grant Awards	Target Neighborhoods	Eligible Applicants
A	Skills-Based Volunteer Matching	\$100,000	1	Citywide	Nonprofit, For-Profit
B	Mission Violence Prevention - Infrastructure for New Building	\$115,000	1	Mission	Nonprofit
C	Mission Arts and Culture - Infrastructure for New Building	\$115,000	1	Mission	Nonprofit
D	Mission Youth Poetry and Storytelling – Infrastructure for New Building	\$50,000	1	Mission	Nonprofit

Invest in Neighborhoods Programs

#	Program Area Name	Maximum Budget Request per Proposal	Anticipated Number of Grant Awards	Target Neighborhoods	Eligible Applicants
E	District 10 Food Convening and Coordination Support	\$150,000	1	Bayview/ Hunters Point, Visitacion Valley, Potrero Hill	Nonprofit
F	Commercial Corridor and Neighborhood Marketing Initiatives	\$100,000	1	Citywide	Nonprofit
G	SFShines Design Services	\$150,000	Up to 2	Citywide	Nonprofit, For-Profit
H	Shared Spaces Equity Grants Program Management Support	\$2,000,000	1	Citywide	Nonprofit
I	Small Business and Commercial Property Owner Legal Support Services	\$100,000	Up to 2	Citywide	Nonprofit

J	<u>Small Business Grant Program Administrative Support</u>	\$200,000	1	Citywide	Nonprofit
K	<u>Small Business Grants Payment Administrative Support</u>	\$750,000	1	Citywide	Nonprofit
L	<u>Small Business Technical Assistance for Spanish-speaking and Latino/a/x Businesses Citywide</u>	\$300,000	1	Citywide	Nonprofit
M	<u>Castro Cares</u>	\$415,000	1	Castro/Upper Market	Nonprofit
N	<u>Jane Warner Stewardship</u>	\$100,000	1	Castro/Upper Market	Nonprofit
O	<u>Castro District Historic Institution Visitor Attraction</u>	\$100,000	1	Castro	Nonprofit
P	<u>Storefront Vacancy Project</u>	\$35,000	1	District 5	Nonprofit
Q	<u>Japantown Economic Vitality</u>	\$500,000	Up to 2	Japantown	Nonprofit
R	<u>Calle 24 Latino Cultural District Economic Vitality Services</u>	\$400,000	1	Mission	Nonprofit
S	<u>Valencia Street Commercial Corridor Economic Vitality – Business Liaison</u>	\$175,000	1	Mission-Valencia Street Corridor	Nonprofit
T	<u>Portola Economic Vitality Services</u>	\$115,000	1	Portola	Nonprofit
U	<u>Richmond Commercial Corridors Economic Vitality</u>	\$125,000	1	Richmond	Nonprofit
V	<u>Sunset Commercial Corridors Economic Vitality</u>	\$30,000	1	Sunset	Nonprofit
W	<u>Tenderloin and Mid-Market Economic Vitality Services</u>	\$300,000	Up to 2	Tenderloin, Mid-Market	Nonprofit
X	<u>Tenderloin and Mid-Market Marketing Campaign</u>	\$80,000	1	Tenderloin, Mid-Market	Nonprofit
Y	<u>Civic Center Public Spaces Programming</u>	\$2,000,000	1 or more	Tenderloin, Civic Center, Mid-Market	Nonprofit

Office of Small Business Program

#	Program Area Name	Maximum Budget Request per Proposal	Anticipated Number of Grant Awards	Target Neighborhoods	Eligible Applicants
Z	<u>Office of Small Business Check Printing Services</u>	\$50,000	1	Citywide	Nonprofit

Business Development Programs

Program Area A: Skills-Based Volunteer Matching

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$100,000** over a 1-year grant term. Applicants may request up to \$100,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Citywide

Target Population: Nonprofits led by and substantially serving Black, Latino/a/x , and People of Color communities, nonprofits serving low-income and historically marginalized populations in San Francisco, nonprofits starting up or growing a new line of service, nonprofits advancing justice, equity, diversity and inclusion within their operations.

Scope of Work:

OEWD is seeking proposals from **both nonprofit and for-profit** entities to support nonprofits in starting up, building resources, addressing operational challenges and advancing racial equity through skills-based volunteer matching that connects professionals who want to donate their time with nonprofits for projects that need their skills.

The contract recipient will provide approximately 125 nonprofits with access to pre-scoped, pro bono projects and consultation calls, and match nonprofits with skilled volunteers for these projects. The projects will cover a range of technical assistance to support nonprofits in fund development, social media strategy, events management, program evaluation, hiring and recruiting board members, and other activities related to organizational effectiveness and equity.

Because this program area is open to for-profit entities, contract awards to for-profit entities may be subject to Chapter 14B requirements. A Local Business Enterprise (LBE) rating bonus of 10% will be applied at each stage of the selection process and an LBE subcontracting participation requirement may also be applicable. All applicants are encouraged to review the terms and conditions related to the Local Business Enterprise programs, accessible online at: <https://sfgov.org/cmd/14b-local-business-enterprise-ordinance>

Performance Measures

- Number of pre-scoped volunteer projects available to nonprofits
- Number of volunteer hours provided to nonprofits
- Number of nonprofits matched with volunteers
- Service goal: 50 nonprofits

Minimum Qualifications

- Applicant must be a fully established entity eligible to do business with the City and County of San Francisco.

- Five-year track record matching nonprofits with skilled volunteers for pro-bono projects

Preferred Qualifications

- Expertise and demonstrable success providing support to nonprofits with limited experience using volunteers for organizational capacity projects.
- Ability to support very small nonprofits with volunteer staff.
- Strong record of rapidly matching nonprofits with skilled volunteers as needed.

Program Area B: Mission Violence Prevention - Infrastructure for New Building

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$115,000** over a 1-year grant term. Applicants may request up to \$115,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Mission

Target Population: Low-income youth; children of incarcerated parents; justice-system involved youth; youth exposed to violence, abuse or trauma; African American, Hispanic/Latino/a/x , and Pacific Islander children, youth and families.

Scope of Work:

OEWD is seeking proposals from community-based **nonprofit** organizations that are providing violence prevention services for youth in the Mission District and are in the process of opening a new facility. The qualifying organization shall be actively engaged in violence prevention activities in the Mission, should have a mission statement that explicitly references non-violence services for youth, and have an active, signed Letter of Intent or lease in District 9 for the purpose of expansion.

Deliverables may include but are not limited to:

- A signed lease for three years or more for a new facility in District 9
- A detailed facility project budget with sources and uses that demonstrates funding commitments sufficient to open new facility
- Multi-year budget projections reflecting new rent, and an explanation of any planned deficit spending.

Performance Measures

- The successful planning and opening of a new facility for youth violence prevention services and resources in the Mission District.

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco, and must not be part of another City agency or department.
- The applicant organization's mission statement must be clearly focused on activities to cultivate non-violence with youth.
- The majority of clients (50%+) served by the applicant organization must be low-income. Applicant must provide details on the demographics of their client pool under the Approach, Activities and Outcomes section of the application.
- Applicant must possess an active, signed Letter of Intent or lease for a new facility located within the boundaries of District 9 in San Francisco, suitable for a community facility.

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative:

- (a) Applicant must provide a detailed project budget for new facility including sources and uses, committed revenue, and planned facility expenses including construction, furnishings, fixtures and equipment.
- (b) Applicant must detail multi-year organizational budget projections, including new rent.

Program Area C: Mission Arts and Culture - Infrastructure for New Building

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$115,000** over a 1-year grant term. Applicants may request up to \$115,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Mission District

Target Population: Latino/a/x or Hispanic and low-income residents of the Mission District

Scope of Work:

OEWD is seeking proposals from community-based **nonprofit** organizations that are providing arts and culture services deeply rooted in the Mission District and are in the process of opening a new facility.

The qualifying organization shall be actively engaged in arts and culture activities in the Mission, should have a mission statement that explicitly references Xicanx/Latino/a/x culture and creative place-keeping, and have an active, signed Letter of Intent or lease in District 9 for the purpose of expansion.

Deliverables may include but are not limited to:

- A signed lease for three years or more for a new facility in District 9
- A detailed facility project budget with sources and uses that demonstrates funding commitments sufficient to open new facility
- Multi-year budget projections reflecting new rent, and an explanation of any planned deficit spending.

Performance Measures

- The successful planning and opening of a new facility for community-focused arts and culture and creative place-keeping in the Mission District.

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco, and must not be part of another City agency or department.
- The applicant organization's mission statement must be clearly focused on arts and culture activities, and should explicitly reference Xicanx/Latino/a/x culture and place-keeping
- Applicant must possess an active, signed Letter of Intent or lease for a new facility located within the boundaries of District 9 in San Francisco, suitable for an arts and culture use.

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative:

- (a) Applicant must provide a detailed project budget for new facility including sources and uses, committed revenue, and planned facility expenses including construction, furnishings, fixtures and equipment.
- (b) Applicant must detail multi-year organizational budget projections, including new rent.

Program Area: D - Mission Youth Poetry and Storytelling: Infrastructure for New Building

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$50,000** over a 1-year grant term. Applicants may request up to \$50,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Mission District/District 9

Target Population: Low-income youth; children of incarcerated parents; justice-system involved youth; youth exposed to violence, abuse or trauma; youth in below-market or transitional housing; youth in the foster system; African American, Hispanic/Latino, and Pacific Islander children, youth and families.

Scope of Work:

OEWD is seeking proposals from community-based **nonprofit** organizations that are providing youth poetry and storytelling programs and are in the process of opening a new facility.

The qualifying organization shall be actively engaged in arts and culture activities in the Mission, should have a mission statement that explicitly references youth development through arts education, and have an active, signed Letter of Intent or lease in District 9 for the purpose of expansion.

Deliverables may include but are not limited to:

- A signed lease for three years or more for a new facility in District 9
- A detailed facility project budget with sources and uses that demonstrates funding commitments sufficient to open new facility
- Multi-year budget projections reflecting new rent, and an explanation of any planned deficit spending.

Performance Measures

- The successful planning and opening of a new facility for community-focused arts and culture and creative place-keeping in the Mission District.

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco and must not be part of another City agency or department.
- The applicant organization's mission statement must be clearly focused on arts education and youth development.
- Applicant must possess an active, signed Letter of Intent or lease for a new facility located within the boundaries of District 9 in San Francisco, suitable for an arts and culture use.

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative:

- (a) Applicant must provide a detailed project budget for new facility including sources and uses, committed revenue, and planned facility expenses including construction, furnishings, fixtures and equipment.
- (b) Applicant must detail multi-year organizational budget projections, including new rent.

Invest In Neighborhoods Programs

Program Area: E – District 10 Food Convening and Coordination Support

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$150,000** over a 1-year grant term. Applicants may request up to \$150,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Bayview/Hunters Point, Visitacion Valley, Potrero Hill

Target Population: Children and adults in San Francisco from one or more of the following groups whose food insecurity risk may be exacerbated by the COVID-19 pandemic: marginalized populations; low-income populations; Limited English proficiency; limited cooking or food storage capacity in home; those facing technological or transportation barriers to food access

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations to support a community need identified through Invest In Neighborhoods' activation as a response to COVID-19.

The goal is to support coordination amongst District 10 (“D10”) nonprofits that are connecting food insecure individuals with food providers by developing a food distribution plan. The plan shall aim to improve client experience, increase enrollment, expand geographic access, respond to shifting program demographics, integrate programs, link residents to new programs, implement low-barrier access initiatives for immigrant populations, and/or expand accessibility points by co-locating food services (e.g community fridges, farmers markets, food pick-up) with clinics, schools, or childcare centers.

Activities under this section may include:

- Grantee shall support the facilitation and strategic planning amongst community-based organizations that provide food within D10 to develop and implement a food distribution plan (FDP). It may include supporting organizations in implementing systems to better map and collect data to inform the plan.
- The plan shall assess, identify weaknesses and opportunities and make recommendations to improve coordination of food distribution within D10 providers. Recommendations may include, but are not limited to the distribution infrastructure, data collection methods, and administrative support needed to efficiently provide food to individuals who are unable to access food through traditional sources.
- Upon identifying nonprofit needs, grantee shall provide or administer services that will respond to some of those needs outlined. These services can be provided through educational workshops, referrals to technical experts or directly implementing systems to improve food distribution in District 10.
- Some of the services provided may include developing a communications strategy, improving volunteer recruitment, ensuring thoughtful strategic planning, developing the data collection

system, and improving how it measures its outcomes, to effectively deliver its mission to distribute food through the outlets in the community.

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.
- Applicant must possess a minimum of six (6) months of experience connecting food insecure individuals with food providers such as restaurants or similar services described in the RFP. Respondent must demonstrate the exact programs through which they have provided the same or similar services, citing the funders' names, the amount of funding granted, and the number of service units served in the last six months.
- Evidence of valid health permit and/or current health inspection status from the Environmental Health Division of the San Francisco Department of Public Health (SFDPH) for each vendor named in the proposal and intended to be used for fulfilling the services of this Solicitation
- While a specific leverage amount is not required, a successful applicant will be able to leverage additional external resources to support this program.

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, "Approach, Activities and Outcomes"**:

- (a) How does your proposal effectively address the geographic needs specified?
- (b) What facilitation strategies do you use to address issues of racial equity and cultural humility?
- (c) What is your organization's history of providing culturally appropriate services and programs for food-insecure individuals?
- (d) How does your project team (including the direct organization and/or proposed partners) reflect the populations they serve?
- (e) How do you plan to leverage additional external resources to support this program?

Program Area F: Commercial Corridor and Neighborhood Marketing Initiatives

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$100,000** over a 1-year grant term. Applicants may request up to \$100,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Citywide

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations to support implementation of services across economic development programs such as construction mitigation, shop local and others that support neighborhood and commercial corridor marketing campaigns throughout the city, with the goal of increasing visitors and shoppers. The selected grantee will support the City in accessing a variety of services to support marketing efforts.

Grantee shall work closely with OEWD to develop a plan for deployment of marketing services needed to support programs and would coordinate and administer rendering of services including timely payments. Marketing services may include but shall not be limited to:

- Brand development
- Web and social media programs and tool
- Communications support
- Development of outreach materials
- Marketing campaign development
- Purchase of marketing collateral

The proposal budget shall reflect compensation for staff and operating costs associated with the administration of marketing services.

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.
- Applicant must have experience managing the type of program proposed

Program Area G: SF Shines Design Services

Anticipated Number of Awards: Up to 2

Amount: Total amount of funding available under this program area is anticipated to be **\$150,000** over a 1-year grant term. Applicants may request up to \$150,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Citywide

Target Population: Small business owners with limited English proficiency, historically marginalized and/or underrepresented communities, women, and populations from low-income backgrounds.

Scope of Work:

OEWD is seeking proposals from both **nonprofit and for-profit** organizations to administer a design services and technical assistance program for property owners, business owners, and other organizations.

The program will provide design assistance to improve small business storefronts through architectural services including compliance with City codes, ADA accessibility improvements, and other storefront improvement renovations that help small businesses thrive, increase quality of life, improve physical conditions, and build community capacity.

Activities under this section may include:

- Attend meetings with small business owners to discuss the proposed scope of work and establish the goals and parameters of the project.
- Review historic information, reports, previous building permits and planning requirements for each project. Conduct field measurements and photographing existing conditions.
- Work with small business owners to develop a conceptual design for the improvements.
- Create design development and construction documents drawings. Coordinate revisions with small business owner and permitting agencies.
- Obtain all required building permit approvals.
- Develop a scope of work for bidding; attend contractors' walk-through; provide assistance during the bidding phase including responding to questions from contractors.
- Review bids and provide recommendations on choosing lowest price qualified contractor.
- Provide construction administration as needed including site visits, field reports and review and approval of contractor invoices. Answer questions from contractors and small business owners.
- Conduct final walk-through with contractor and applicant upon project completion. Inspect the work for compliance with applicable City guidelines and signing the Certificate of Completion.

Because this program area is open to for-profit entities, contract awards to for-profit entities may be subject to Chapter 14B requirements. A Local Business Enterprise (LBE) rating bonus of 10% will be applied at each stage of the selection process and an LBE subcontracting participation requirement may also be applicable. All applicants are encouraged to review the terms and conditions related to the Local

Business Enterprise programs, accessible online at: <https://sfgov.org/cmd/14b-local-business-enterprise-ordinance>

Performance Measures

- Number of small businesses supported
- Scope of work of projects
- Before and after photos of projects
- Value of design services per project

Minimum Qualifications

- Applicant must be a fully established entity eligible to do business with the City and County of San Francisco.

The following Minimum Qualifications can be met by the lead applicant or a subcontractor:

- 3 years verifiable experience providing architectural services to small business and/or building owners
- Licensed architect with the State of California or Certified CASp inspector
- Three (3) commercial façade and/or tenant improvement projects completed in the past 5 years.

Preferred Qualifications

- Language capacity in Chinese (Cantonese or Mandarin), Spanish, Vietnamese, Arabic, Japanese, or Korean.

Program Area H: Shared Spaces Equity Grants Program Management Support

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$2,000,000** over a 1-year grant term. Applicants may request up to \$2,000,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Citywide

Target Population: Historically disinvested communities and those hardest hit by the COVID-19 pandemic.

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations for program management support of the Shared Spaces Equity Grants Program – a citywide grants initiative managed by the Planning Department associated with the now-permanent Shared Spaces program. The Shared Spaces Equity Grants Program is intended to benefit Shared Spaces operators across the City, while prioritizing vulnerable areas.

The goals of the Shared Spaces Equity Grants Program are to

- Help increase access to the benefits of the Shared Spaces program
- Provide financial support to small businesses and community organizations through the pandemic and throughout pandemic recovery
- Target funds to neighborhoods and individuals in greatest need, focusing on priority geographies, equity communities and those hardest hit by the pandemic, further defined below
- Create processes that are scalable and replicable improving systems with each grant round

Awards should be prioritized in the areas most vulnerable before the COVID-19 pandemic, referred to as “Priority Geographies” for the purposes of this program. “Priority Geographies” are defined as:

- Neighborhoods or communities hard-hit by the COVID-19 pandemic with high rates of COVID-19 cases and deaths.
- In priority geographies based on the Department of Public Health’s (DPH) Areas of Vulnerability. Click here to review the [Areas of Vulnerability](#)
- In established Cultural Districts

Applicants responding to this RFP should be able to demonstrate experience working in these Priority Geographies.

Proposals shall focus on building upon the initial phase of the Program (referred to as Round 1) implemented in FY 20-21, to implement Round 2 of the Program. Administration of Round 2 of the program shall include the following components:

- Compliance Grants – Management and distribution of up to \$1M in grants, made available to existing Shared Spaces permit holders to offset the costs of bringing Shared Space structures into compliance with new requirements for the permanent program.
- Technical Assistance Grants – Management and distribution of up to \$480,000 for technical assistance that supports businesses in obtaining permanent Shared Spaces permits and compliance grants, as well as planning and/or community ambassadors for roadway and vacant lot recurring activations. Awards may be distributed across multiple application/grant rounds.
- Arts Grants – Management and distribution of up to \$420,000 for arts and culture programs supporting Shared Spaces, particularly focused on hiring artists whose livelihood has been impacted by the pandemic. Awards may be distributed across multiple application/grant rounds.

Proposed activities shall include, but are not limited to the following:

- Refine the grants program approach;
- Support development of application materials;
- Promote application opportunities, monitoring responses and adjusting outreach strategies accordingly;
- Develop a proposed award methodology;
- Assist with ongoing communications with applicant pool, including notifying them of award status and answering frequently asked questions;
- Manage distribution of funds to awardees, including verification of application completeness and expenditure eligibility; and
- Provide detailed reporting on grant awards according to parameters required by the City to facilitate oversight.

The selected grantee will be expected to work closely with the City on each core scope area in order to build on lessons learned during the City's early work on the Shared Spaces Equity Grants Program in FY20-21.

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.

Program Area I: Small Business and Commercial Property Owner Legal Support Services

Anticipated Number of Awards: Up to 2

Amount: Total amount of funding available under this program area is anticipated to be **\$200,000** over a 1-year grant term. Applicants may request up to \$100,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Citywide

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations to provide legal and non-legal support to small business owners and commercial landowners on a Citywide basis to prevent conflict, mediate, and resolve lease and related disputes in various languages and in a culturally appropriate manner.

Activities under this section may include, but are not limited to supporting and/or implementing:

- **Mediation** – Provide triage and client consultation and situational analysis, individual conflict coaching, and conflict navigation, including but not limited to two-party or more negotiation through confidential mediated dialogue with a professional neutral party. Provide case management where matters require ongoing support.
- **Legal Consultation** – Provide holistic legal consultation with a licensed attorney, when appropriate, who focuses on pertinent business tenancy issues, situational review, and matters that may not require ongoing case management.
- **Lease and Contract Review** – Provide specialized lease contract review with a professional or a licensed attorney who focuses on legal issues relating to commercial leases.
- **Non-legal Consultation** – Provide non-legal triage, counseling, consultation, and education with experts in tenant-landlord matters.
- **Educational Seminars** – Provide educational workshops and materials for Small Business Owners/Managers. This may include, but is not limited to course design, preparation of online materials, outreach (including print mailers), marketing, coordination, and both online and in-person classes, if appropriate.
- **Proactive outreach and target outreach** to promote services especially those who have been part of historically disenfranchised communities
- Pending available funding, may support administration and disbursement of small business grants that would support lease negotiations including, but not limited to additional services beyond the scope the nonprofit or financial support to pay owed rent.

Performance Measures

- Number of Classes/Group Trainings
- Number of Businesses supported
- Number of conflicts/issues resolved

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.
- Experience and history in providing legal and non-legal lease support to small businesses in San Francisco
- Understanding of the San Francisco small business community
- Understanding of the pressing COVID-19 impacts on local small businesses
- If applicant proposes to provide legal consultation directly, the project team must include a licensed attorney in good standing with the California Bar Association

Preferred Qualifications

- Located in San Francisco

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) How does your proposal consider and respond to the realities of COVID-19 and the urgent and evolving needs of small business and community stakeholders impacted by the pandemic?

Program Area J: Small Business Grant Program Administrative Support

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$200,000** over a 1-year grant term. Applicants may request up to \$200,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Citywide

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations to partner with OEWD in the administration of small business grant funds that support independently-owned and operated small businesses citywide across multiple programs. The goal of the fund is to provide financial awards to small businesses that meet an established criteria identified by OEWD.

The program shall provide grant application administrative support to increase access to grant funding by supporting communication, program application review and processing. Grant programs will make a conscious effort to reach business owners from historically marginalized or underrepresented communities. Grant applications to be processed across programs may reach more than 3,000 applications within a year.

The Scope of Work for the selected organization in this program area may include, but is not limited to the following:

- Manage communication and correspondence regarding OEWD's grant programs and status, including managing emails and having a phone number (hotline) that is supported by staff to answer questions and provide technical support to interested applicants
- Provide technical support to small businesses in multiple languages to support completion of applications over the phone
- Provide status updates and correspondence to the public and applicants regarding grant programs and applications
- Develop and manage a public-facing grant application portal
- Keep detailed demographic data on all program applicants and awardees
- Maintain communication with OEWD and other partners regarding status of payments

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.
- At least three years of experience conducting similar programs

Program Area K: Small Business Grants Payment Administrative Support

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$750,000** over a 1-year grant term. Applicants may request up to \$750,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Citywide

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations to partner with OEWD in the administration of small business grant funds that support independently-owned and operated small businesses citywide across multiple programs. The goal of the fund is to provide financial awards to small businesses that meet an established criteria identified by OEWD. The program shall provide financial management and administrative support to increase access to grant funding. Programs will make a conscious effort to reach business owners from historically marginalized or underrepresented communities. Funds administered under this program may reach more than \$10 million in fund disbursements.

As noted above, applicants may propose budgets up to \$750,000 for 12 months. This amount is not guaranteed, and actual funding may be less or more. Funding for this program will be based on amount of funds administered. The budget shall reflect compensation for staff and operational costs associated with administration of the funds, and the award amount requested shall specify the amount of funds that can be administered. The award amount is not inclusive of funds to be disbursed.

Proposals for this program area may include, but are not limited to the following services:

- Financial Management and Administrative Support including check writing and fund distribution
- Budget shall include costs associated with printing and disbursing checks
- Keeping detailed records of invoices and disbursements
- Providing the appropriate tax documentation to the business owners
- Providing regular reports to OEWD on status of disbursements
- Following up with small businesses for distribution

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.
- Applicant must possess at least three years of experience conducting similar programs
- This grant will be cost reimbursement. Applicants should have the financial capacity to cover fund disbursements totaling up to \$1,000,000 per month for up to 60 days

Program Area L: Small Business Technical Assistance for Spanish-speaking and Latino/a/x Businesses Citywide

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$300,000** over a 1-year grant term. Applicants may request up to \$300,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Citywide

Target Population: Spanish-speaking and Latino/a/x -owned businesses

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations to support collaborative efforts, coordination, engagement and implementation of technical assistance and outreach prioritizing Spanish-speaking and Latino/a/x -owned businesses citywide.

A strong proposal shall demonstrate a supportive structure deeply rooted and reflective of the community with the capacity to compensate, supervise, support staff and report on grant deliverables. It shall also include a detailed description of the coordination and implementation of activities. The budget shall reflect compensation for staff as well as operational and potential project budget for activities.

Projects and activities proposed under this program area may include, but are not limited to the following:

Partnerships, Coordination and Engagement

Collaborate to support coordination of activities between multiple parties including, but not limited to: business owners, property owners, public agencies, nonprofit organizations. Maintain relationships with City agencies and partners that support neighborhood efforts and can respond to needs.

Business Outreach and Strengthening

Provide services and referrals that will strengthen small businesses and increase their longevity in San Francisco particularly businesses that have been part of historically disenfranchised communities. Examples of activities include, but are not limited to:

- Conduct regular outreach, marketing and communication to San Francisco Spanish-speaking small businesses and connect them to programs and services
- Develop relationships with business owners, property owners and nonprofit partners to:
 - Follow up with businesses on progress of services and referrals
 - Support troubleshooting issues between small businesses and city
- Promote and provide information of City services and programs to business owners
 - Programs to be promoted and delivered to businesses may include, but are not limited to:
 - ADA compliance and awareness

- Reopening Support
- Workplace Safety Best Public Health Practices for COVID
- Lease Negotiations
- Marketing assistance
- Permitting resources
- Legacy business registry
- Small business grants
- Manage communication and correspondence regarding small businesses programs and services, including but not limited having a phone number (hotline) and email that is supported by staff to answer questions and provide technical support in Spanish and English
- Provide technical support to small businesses in Spanish and English in filling out applications via phone

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.
- Must demonstrate at least 3 years experience, language capacity and leveraged resources to support spanish speaking small businesses

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) Please explain (with specific examples) how you plan to leverage existing resources and services to support Spanish-speaking and Latino/a/x businesses citywide during this economic recovery period.

Program Area M: Castro Cares

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$415,000** over a 1-year grant term. Applicants may request up to \$415,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Castro/Upper Market

OEWD is seeking proposals from **nonprofit** organizations with the capacity to partner with OEWD to enhance and support community planning, community safety, and crime prevention in the Castro/Upper Market commercial corridor. Applicants must be longtime established institutions within the Castro with experience in providing these services.

Scope of Work

Castro Cares is a unique, collaborative, community-based initiative with an overall goal of building community capacity to develop long-term, sustainable solutions to improve the quality of life for those living on the street and for those who are housed, live, work, and play in the Castro/Upper Market commercial corridor. Castro Cares provides a range of safety and cleaning serving services particularly focused on engaging people and, where possible, connecting them to services.

In order to accomplish this, the selected grantee will need to collect and analyze data for this project, supervise the project, and keep stakeholders informed of the project's process by:

- Collecting, recording, and analyzing data
- Posting project data on an established website
- Staffing Castro Cares steering committee meetings
- Providing data and other information to the Castro Cares steering committee so decisions can be made on implementation of resources to maximize impact
- Assigning resources to locations as needed
- Sending regular e-newsletters to all interested parties
- Supervising the project, troubleshooting as needed and managing subgrantees
- Marketing to raise awareness about Castro Cares, which may include printing of Castro Cares brochures and/or window decals, banners and/or or print/social media advertisement
- Fundraising
- Coordinating with other citywide services and advocating for equitable resource allocation for the Castro/Upper Market commercial corridor

Performance Measures

The program shall be evaluated based on data and anecdotal evidence from contracted service providers and stakeholders. The data collection for increased enforcement will particularly address quality of life issues which may include, but is not limited to the following:

- Public drunkenness
- Aggressive panhandling
- Late-night rowdy/violent behavior
- Bike riding and skateboarding on sidewalks
- Public urination
- Public open-container/substance use
- Trespassing

Minimum Requirements

- Applicants must be fully established nonprofit entities eligible to do business with the City and County of San Francisco
- Applicant must operate a service location based in the Castro neighborhood
- Project must target the Castro/Upper Market neighborhoods
- Previous experience running a similar program

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) In addition to details about your organization’s specific experience with delivering the services described above, include a list of projects with the title of the project; nature of the project; neighborhood served; the names of the organizations, resident and/or merchant groups, small businesses, etc. you worked with; the dates for and number of year(s) that the project spanned, and the funding source(s); challenges you faced to reach successful implementation; and how you solved those challenges to prevent them from coming up in the future.

Program Area N: Jane Warner Stewardship

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$100,000** over a 1-year grant term. Applicants may request up to \$100,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Castro/Upper Market

OEWD is seeking proposals from **nonprofit** organizations to partner with OEWD to enhance and activate Jane Warner Plaza in the Castro/Upper Market commercial corridor. Jane Warner Plaza was established in 2009 and sits at the entry to the Castro, making it the neighborhood's first impression for tourists from across the globe. The plaza is also the last stop for the historic MUNI F-Line streetcar, which runs from Fisherman's Wharf to the Castro, bringing hundreds of tourists each day to the neighborhood.

Scope of Work

The goal of the project is to maintain and enhance the plaza as a destination and gateway into the Castro neighborhood. The project will require a partner to:

- Develop a plan to attract visitors to the plaza and to the greater Castro/Upper Market commercial corridor
- Purchasing furniture and other capital improvements that reflect the best practices in outdoor plaza design
- Address the cleanliness and potential quality of life issues at the plaza by hiring and overseeing plaza ambassadors to help direct tourists, monitor the space, and set up furniture
- Develop event programming to activate the plaza with a mix of live entertainment and events for 35 – 52 weeks per year including weekdays and weekends during a variety of times including morning and evening rush hours and lunchtime.
- Marketing and promoting the event programming developed by the organization.
- Coordinating and implementing the event programming developed by the organization.

Performance Measures

The program shall be evaluated based on data and anecdotal evidence from contracted service providers and stakeholders. The provider will provide data and metrics related to cleaning activities. Additionally, they will provide data related to held events and provide testimonials about the program from nearby merchants and stakeholders.

Minimum Requirements

- Applicants must be fully established nonprofit entities eligible to do business with the City and County of San Francisco

- Applicant must operate a service location in the Castro neighborhood
- Applicant must have experience running a similar program
- Note: All projects must obtain the necessary City permits and any contractors that the awardee of this RFP uses must be registered in the State Department of Industrial Relations Public Works Contractor database. Contractors responsible for covered construction or maintenance projects must comply with all relevant local, state and federal prevailing wage laws at the point of bidding to be eligible for a contract award. Please visit <http://sfgov.org/olse/prevailing-wage> and <https://www.dir.ca.gov/PublicWorks/Contractor-Registration.html> for more information.

Supplementary Questions and Attachments

Supplementary Questions

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) Project proposal must clearly demonstrate that all project activities are focused on Jane Warner Plaza
- (b) How will your organization ensure project completion within 12 months? What potential obstacles do you see that could affect the project timelines and what specific steps would you take to mitigate delays?
- (c) What experience does your organization have working with various departments in the City and County of San Francisco and securing applicable permits? Include a list of projects with the neighborhood served, the department and/or individuals you worked with, applicable permits secured, the year(s) that the project spanned, and the funding source for the project.
- (d) What experience does your organization have in managing activities similar to those within this program area’s Scope of Work within the Castro/Upper Market commercial corridor? Include a list of projects with the department and/or individuals you worked with, the year(s) that the project spanned, and the funding source for the project.

Supplementary Attachments

- Applicants are encouraged to submit at least one (1) and no more than four (4) letters of support from local property owners, merchants, residents, and/or community groups demonstrating success in running similar programs and/or collaboration with community stakeholders.

Program Area O: Castro District Historic Institution Visitor Attraction

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$100,000** over a 1-year grant term. Applicants may request up to \$100,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Castro

OEWD is seeking proposals from **nonprofit** organizations that supports the attraction of visitors to the Castro by celebrating the history and culture of the LGBTQ community. Organizations to be considered must be long time established institutions open to the public within the Castro, that maintain San Francisco's LGBTQ culture and history, through curated exhibits, archives and programming.

Scope of Work

A strong proposal shall demonstrate the ability to leverage additional resources and provide a supportive structure deeply rooted and reflective of the community with the capacity to compensate, supervise, support staff and report on grant deliverables. The budget shall reflect compensation for staff as well as operational and potential project budget for activities.

Projects and activities proposed under this program area are not limited to the following and may include some or all of the following:

- Programming and installation of exhibitions on LGBTQ history and culture in the San Francisco and bay area
- Marketing to attract visitors to exhibits and programming
- Operational costs of the facility
- Educational programming and social activities that celebrate San Francisco's LGBTQ culture and history

Performance Measures

- Report on number of visitors within the grant period

Minimum Requirements

- Applicants must be fully established nonprofit entities eligible to do business with the City and County of San Francisco
- Applicant and/or implementing partner must be an established organization within the Castro District
- Applicant must have experience in implementing LGBTQ exhibitions and maintaining historic archives

Supplementary Questions and Attachments

Supplementary Questions

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) What previous experience does your organization have in curating LGBTQ cultural and historic exhibits and maintaining historic archives and material? In addition to any other details about experience, include a list of relevant projects with the title of the project; nature of the project; neighborhood served; the dates for and number of year(s) that the projects spanned, and the funding source(s).

Program Area P: Storefront Vacancy Project

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$35,000** over a 1-year grant term. Applicants may request up to \$35,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): District 5

Target Population: San Francisco businesses, residents and landlords impacted by vacant storefronts.

Scope of Work:

OEWD seeks a **nonprofit** organization to create and manage a survey to support a storefront activation and retention program within District 5 with a focus on Fillmore commercial corridors.

Activities under this section may include:

- Ability to lead the development of a survey that solicits top desired businesses and services that contribute to a vibrant commercial corridor including, but not limited to: bakery, cafes and restaurants, retail, package shipping services, shoe repair, etc.
 - Survey findings should be used as a basis for the future recruitment of entrepreneurs and pipeline of new businesses to open in vacant storefronts
- Work with OEWD and a merchant neighborhood group to collect and catalogue relevant data associated with vacant storefronts, including but not limited to the cost of rent, landlord contact information, etc.
- Working with a merchant neighborhood group to assist with capacity building on engaging with property owners and pipeline businesses

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.

Program Area Q: Japantown Economic Vitality

Anticipated Number of Awards: Up to 2

Amount: Total amount of funding available under this program area is anticipated to be **\$500,000** over a 1-year grant term. Applicants may request up to \$500,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Japantown

Target Population: Japantown business owners, property owners and residents

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations to support collaborative efforts, coordination, engagement and implementation of Japantown economic vitality projects that will contribute to neighborhood vitality, increase economic activity and build upon existing efforts led by local leadership.

A strong proposal shall demonstrate a supportive structure deeply rooted and reflective of the community with the capacity to compensate, supervise, support staff and report on grant deliverables. It shall also include a detailed description of the coordination and implementation of activities. The budget shall reflect compensation for staff and operational costs as well as a potential project budget for activities.

Projects and activities proposed under this program area are not limited to the following and may include some or all of the following:

Partnerships, Coordination and Engagement

Engage community and partners in providing input on projects that align with the Japantown Cultural District Cultural History, Housing and Economic Sustainability Strategies (CHHESS) and Community Benefit District goals.

- Report, collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.
- Collaborate to support coordination of activities between multiple parties including, but not limited to: business owners, property owners, public agencies, nonprofit organizations
- Maintain of relationships with City agencies and partners that support neighborhood efforts and can respond to needs
- Connect resources to Japantown partners and projects
- Conduct activities that leverage private resources, including financial commitments, in kind donations, volunteer time, etc.

Business Outreach and Strengthening

Business Attraction and Retention: Support attraction and retention of neighborhood serving businesses that promote the history and strengthen the character of the neighborhood and specially those who have been part of historically disenfranchised communities

Outreach: Conduct regular door to door business owner outreach to assess needs, connect businesses to programs and projects and provide referrals and support

Develop relationships with business owners, property owners and nonprofit partners to:

- Follow up with businesses on progress of services and referrals
- Support troubleshooting issues between small businesses and city
- Promote and provide information of City services and programs to business owners

Referrals: Provide services and referrals that will strengthen small businesses and increase their longevity in the corridor

Programs to be promoted and delivered to businesses in corridor may include, but are not limited to:

- Shared Spaces
- ADA compliance and awareness
- Reopening Support
- Workplace Safety Best Public Health Practices for COVID-19
- Lease Negotiations
- Marketing assistance
- Permitting resources
- Legacy business registry
- Small business grants

Grant Programs: Develop and implement grant programs that support economic development goals or disbursement of funds to small businesses

Cultural Heritage and Marketing

Collaborate to support the development and implementation of a district marketing campaign centering on unique history and culture of Japantown to promote neighborhood businesses and encourage customers to visit the business district. Activities may include, but are not limited to supporting and/or implementing:

- Collaborate to support commercial district marketing and branding
- Conduct activities and launch projects that complement and enhance existing efforts that support activities that celebrate, strengthen cultural heritage while spurring economic activity.
- Enhancements of public space. e.g., public art installations, neighborhood landmarks, outdoor furniture and amenities, lighting installations
- Outdoor space activation. e.g., performances, physical exercise activities, public marketplace, or other activities, occurring in a public plaza or other public space.

- Neighborhood beautification projects. e.g., awning/window sign improvements, sidewalk cleaning, graffiti and vandalism abatement program.
- Branding or marketing campaigns. e.g., shop local campaign, banners.
- Events. e.g., neighborhood street fair or festival, art walk, local event series.
- Economic development planning. e.g., merchant and community surveys, retail strategy development.
- Minor Storefront Improvements support. e.g., awning replacements, minor painting, graffiti removal, window film placement.
- Implement and promote public safety and public space cleaning programs, services and enhancements

Reporting requirements:

- Documentation of meetings and engagement of partners as needed for projects
- Regular progress reports and tracking project deliverables with appropriate data and tools.
- Tracking coordination efforts, projects and status

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.
- Applicant and/or implementing partner must be an established organization located within Japantown

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) Does the proposed project support existing Neighborhood Commercial District strategies? If so, provide details on the existing strategy that is being supported.
- (b) How will the proposed project spur economic activities, support existing businesses, improve physical conditions, improve quality of life, or build community capacity within Japantown? Is the proposed project supported by local residents, merchants and property owners? Within how many months is the proposed project anticipated to be complete?
- (c) What previous experience does your organization have in building community support and implementing neighborhood improvement projects? In addition to any other details about experience, include a list of relevant projects with the title of the project; nature of the project; neighborhood served; the names of the organizations, resident and/or merchant groups, small businesses, etc. you worked with; the dates for and number of year(s) that the project spanned, and the funding source(s).

Program Area R: Calle 24 Latino Cultural District Economic Vitality Services

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$400,000** over a 1-year grant term. Applicants may request up to \$400,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Mission

Target Population: Calle 24 Latino Cultural District business owners, property owners and residents

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations to support collaborative efforts, coordination, engagement and implementation of Calle 24 Latino Cultural District economic vitality projects that will contribute to neighborhood vitality, increase economic activity and build upon existing efforts led by local leadership.

A strong proposal shall demonstrate a supportive structure deeply rooted and reflective of the community with the capacity to compensate, supervise, support staff and report on grant deliverables. It shall also include a detailed description of the coordination and implementation of activities. The budget shall reflect compensation for staff as well as operational and potential project budget for activities.

Projects and activities proposed under this program area are not limited to the following and may include some or all of the following:

Partnerships, Coordination and Engagement

Engage community and partners in providing input on projects that align with the Calle 24 Latino Cultural District Cultural History, Housing and Economic Sustainability Strategies (CHHESS).

- Report, collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.
- Collaborate to support coordination of activities between multiple parties including, but not limited to: business owners, property owners, public agencies, nonprofit organizations
- Maintain of relationships with City agencies and partners that support neighborhood efforts and can respond to needs
- Connect resources to Calle 24 Latino Cultural District partners and projects
- Conduct activities that leverage private resources, including financial commitments, in kind donations, volunteer time, etc.

Business Outreach and Strengthening

Business Attraction and Retention: Support attraction and retention of neighborhood serving businesses that promote the history and strengthen the character of the neighborhood and specially those who have been part of historically disenfranchised communities

Outreach: Conduct regular door to door business owner outreach to assess needs, connect businesses to programs and projects and provide referrals and support

Develop relationships with business owners, property owners and nonprofit partners to:

- Follow up with businesses on progress of services and referrals
- Support troubleshooting issues between small businesses and city
- Promote and provide information of City services and programs to business owners

Referrals: Provide services and referrals that will strengthen small businesses and increase their longevity in the corridor

Programs to be promoted and delivered to businesses in corridor may include, but are not limited to:

- Shared Spaces
- ADA compliance and awareness
- Reopening Support
- Workplace Safety Best Public Health Practices for COVID
- Lease Negotiations
- Marketing assistance
- Permitting resources
- Legacy business registry
- Small business grants

Grant Programs: Develop and implement grant programs that support economic development goals or disbursement of funds to small businesses

Cultural Heritage and Marketing

Collaborate to support the development and implementation of a district marketing campaign centering on unique history and culture of the Calle 24 Latino Cultural District to promote neighborhood businesses and encourage customers to visit the business district. Activities may include, but are not limited to supporting and/or implementing:

- Collaborate to support commercial district marketing and branding
- Conduct activities and launch projects that complement and enhance existing efforts that support activities that celebrate, strengthen cultural heritage while spurring economic activity.
- Enhancements of public space. e.g., public art installations, neighborhood landmarks, outdoor furniture and amenities, lighting installations
- Outdoor space activation. e.g., performances, physical exercise activities, public marketplace, or other activities, occurring in a public plaza or other public space.

- Neighborhood beautification projects. e.g., awning/window sign improvements, sidewalk cleaning, graffiti and vandalism abatement program.
- Branding or marketing campaigns. e.g., shop local campaign, banners.
- Events. e.g., neighborhood street fair or festival, art walk, local event series.
- Economic development planning. e.g., merchant and community surveys, retail strategy development.
- Minor Storefront Improvements support. e.g., awning replacements, minor painting, graffiti removal, window film placement.

Reporting requirements:

- Documentation of meetings and engagement of partners as needed for projects
- Regular progress reports and tracking project deliverables with appropriate data and tools.
- Tracking coordination efforts, projects and status

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.
- Applicant and/or implementing partner must be an established organization located within the Mission District with demonstrated experience supporting small businesses, economic development programs and neighborhood marketing.

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) Does the proposed project support existing Neighborhood Commercial District strategies? If so, provide details on the existing strategy that is being supported.
- (b) How will the proposed project spur economic activities, support existing businesses, improve physical conditions, improve quality of life, or build community capacity within the Commercial District? Is the proposed project supported by local residents, merchants and property owners? Within how many months is the proposed project anticipated to be complete?
- (c) What previous experience does your organization have in building community support and implementing neighborhood improvement projects? In addition to any other details about experience, include a list of relevant projects with the title of the project; nature of the project; neighborhood served; the names of the organizations, resident and/or merchant groups, small businesses, etc. you worked with; the dates for and number of year(s) that the project spanned, and the funding source(s).

Program Area S: Valencia Street Commercial Corridor Economic Vitality- Business Liaison

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$175,000** over a 1-year grant term. Applicants may request up to \$175,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Mission-Valencia Street Corridor

Target Population: Small business owners, property owners and residents.

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations that will hire a small business liaison to support collaborative efforts, coordination, engagement and implementation of Valencia Street commercial corridor economic vitality projects that will contribute to neighborhood vitality, increase economic activity and build upon existing efforts led by local leadership.

A strong proposal shall demonstrate a supportive structure deeply rooted and reflective of the community with the capacity to compensate, supervise, support staff and report on grant deliverables. It shall also include a detailed description of the coordination and implementation of activities. The budget shall reflect compensation for staff as well as operational and potential project budget for activities.

Projects and activities proposed under this program area are not limited to the following and may include some or all of the following:

Partnerships, Coordination and Engagement

Engage community and partners in providing input on projects that align with the Valencia Street small business priorities. Collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.

- Report, collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.
- Collaborate to support coordination of activities between multiple parties including, but not limited to: business owners, property owners, public agencies, nonprofit organizations
- Maintain of relationships with City agencies and partners that support neighborhood efforts and can respond to needs
- Connect resources to Valencia Street partners and projects
- Conduct activities that leverage private resources, including financial commitments, in kind donations, volunteer time, etc.

Business Outreach and Strengthening

Business Attraction and Retention: Support attraction and retention of neighborhood serving businesses that promote the history and strengthen the character of the neighborhood and specially those who have been part of historically disenfranchised communities

Outreach: Conduct regular door to door business owner outreach to assess needs, connect businesses to programs and projects and provide referrals and support

Develop relationships with business owners, property owners and nonprofit partners to:

- Follow up with businesses on progress of services and referrals
- Support troubleshooting issues between small businesses and city
- Promote and provide information of City services and programs to business owners

Referrals: Provide services and referrals that will strengthen small businesses and increase their longevity in the corridor

Programs to be promoted and delivered to businesses in corridor may include, but are not limited to:

- Shared Spaces
- ADA compliance and awareness
- Reopening Support
- Workplace Safety Best Public Health Practices for COVID
- Lease Negotiations
- Marketing assistance
- Permitting resources
- Legacy business registry
- Small business grants

Grant Programs: Develop and implement grant programs that support economic development goals or disbursement of funds to small businesses

Economic Development Programming and Marketing

Conduct and coordinate activities and launch projects that complement and enhance existing efforts that support activities that celebrate the areas unique offerings while spurring economic activity.

Activities may include, but are not limited to supporting and/or implementing:

- Enhancements of public space. e.g., public art installations, neighborhood landmarks, outdoor furniture and amenities, lighting installations
- Outdoor space activation. e.g., performances, physical exercise activities, public marketplace, or other activities, occurring in a public plaza or other public space.
- Neighborhood beautification projects. e.g., awning/window sign improvements, sidewalk cleaning, graffiti and vandalism abatement program.
- Branding or marketing campaigns. e.g., shop local campaign, banners.
- Events. e.g., neighborhood street fair or festival, art walk, local event series.

- Economic development planning. e.g., merchant and community surveys, retail strategy development.
- Minor Storefront Improvements support. e.g., awning replacements, minor painting, graffiti removal, window film placement.

Reporting requirements:

- Documentation of meetings and engagement of partners as needed for projects
- Regular progress reports and tracking project deliverables with appropriate data and tools.
- Tracking coordination efforts, projects and status

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) Does the proposed project support existing Neighborhood Commercial District strategies? If so, provide details on the existing strategy that is being supported.
- (b) How will the proposed project spur economic activities, support existing businesses, improve physical conditions, improve quality of life, or build community capacity within the Commercial District? Is the proposed project supported by local residents, merchants and property owners? Within how many months is the proposed project anticipated to be complete?
- (c) What previous experience does your organization have in building community support and implementing neighborhood improvement projects? In addition to any other details about experience, include a list of relevant projects with the title of the project; nature of the project; neighborhood served; the names of the organizations, resident and/or merchant groups, small businesses, etc. you worked with; the dates for and number of year(s) that the project spanned, and the funding source(s).

Supplementary Requirements

- Submit two (2) letters of support from local community partners that support economic activities reflective of the proposal

Program Area T: Portola Economic Vitality Services

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$115,000** over a 1-year grant term. Applicants may request up to \$115,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Portola

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations that will support collaborative efforts, coordination, engagement and implementation of Portola economic vitality projects that will contribute to neighborhood vitality, increase economic activity and build upon existing efforts led by local leadership. Proposals shall include potential projects focused on greening and or beautifying the commercial corridor.

A strong proposal shall demonstrate a supportive structure deeply rooted and reflective of the community with the capacity to compensate, supervise, support staff and report on grant deliverables. It shall also include a detailed description of the coordination and implementation of activities. The budget shall reflect compensation for staff as well as operational and potential project budget for activities.

Projects and activities proposed under this program area are not limited to the following and may include some or all of the following:

Partnerships, Coordination and Engagement

Engage community and partners in providing input on projects that align with Portola small business priorities. Collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.

- Report, collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.
- Collaborate to support coordination of activities between multiple parties including, but not limited to: business owners, property owners, public agencies, nonprofit organizations
- Maintain of relationships with City agencies and partners that support neighborhood efforts and can respond to needs
- Connect resources to Valencia Street partners and projects
- Conduct activities that leverage private resources, including financial commitments, in kind donations, volunteer time, etc.

Business Outreach and Strengthening

Business Attraction and Retention: Support attraction and retention of neighborhood serving businesses that promote the history and strengthen the character of the neighborhood and specially those who have been part of historically disenfranchised communities

Outreach: Conduct regular door to door business owner outreach to assess needs, connect businesses to programs and projects and provide referrals and support

Develop relationships with business owners, property owners and nonprofit partners to:

- Follow up with businesses on progress of services and referrals
- Support troubleshooting issues between small businesses and city
- Promote and provide information of City services and programs to business owners

Referrals: Provide services and referrals that will strengthen small businesses and increase their longevity in the corridor

Programs to be promoted and delivered to businesses in corridor may include, but are not limited to:

- Shared Spaces
- ADA compliance and awareness
- Reopening Support
- Workplace Safety Best Public Health Practices for COVID
- Lease Negotiations
- Marketing assistance
- Permitting resources
- Legacy business registry
- Small business grants

Grant Programs: Develop and implement grant programs that support economic development goals or disbursement of funds to small businesses

Economic Development Programming and Marketing

Conduct and coordinate activities and launch projects that complement and enhance existing efforts that support activities that celebrate the areas unique offerings while spurring economic activity.

Activities may include, but are not limited to supporting and/or implementing:

- Enhancements of public space. e.g., public art installations, neighborhood landmarks, outdoor furniture and amenities, lighting installations
- Outdoor space activation. e.g., performances, physical exercise activities, public marketplace, or other activities, occurring in a public plaza or other public space.
- Neighborhood beautification projects. e.g., awning/window sign improvements, sidewalk cleaning, graffiti and vandalism abatement program.
- Branding or marketing campaigns. e.g., shop local campaign, banners.
- Events. e.g., neighborhood street fair or festival, art walk, local event series.

- Economic development planning. e.g., merchant and community surveys, retail strategy development.
- Minor Storefront Improvements support. e.g., awning replacements, minor painting, graffiti removal, window film placement.

Reporting requirements:

- Documentation of meetings and engagement of partners as needed for projects
- Regular progress reports and tracking project deliverables with appropriate data and tools.
- Tracking coordination efforts, projects and status

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.

Preferred Qualifications

- Support existing neighborhood commercial district strategies
- Spur economic activities, support existing businesses, improve physical conditions, improve quality of life, or build community capacity within the Commercial District
- Supported by local residents, merchants and property owners
- Anticipate completion within 6 to 12 months
- Leverage private resources, including financial commitments, in kind donations, volunteer time, etc.
- Previous experience building community support and implementing neighborhood improvement projects

Supplementary Questions and Attachments

Supplementary Questions

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) Does the proposed project support existing Neighborhood Commercial District strategies? If so, provide details on the existing strategy that is being supported.
- (b) How will the proposed project spur economic activities, support existing businesses, improve physical conditions, improve quality of life, or build community capacity within the Commercial District? Is the proposed project supported by local residents, merchants and property owners? Within how many months is the proposed project anticipated to be complete?
- (c) What previous experience does your organization have in building community support and implementing neighborhood improvement projects? In addition to any other details about the experience, include a list of relevant projects with the title of the project; nature of the project; neighborhood served; the names of the organizations, resident and/or merchant groups, small

businesses, etc. you worked with; the dates for and number of year(s) that the project spanned, and the funding source(s).

Supplementary Requirements

- Letters of support from District 6 and District 9 Supervisors are encouraged but not required.

Program Area U: Richmond Commercial Corridors Economic Vitality

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$125,000** over a 1-year grant term. Applicants may request up to \$125,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Richmond

Target Population: Small businesses, property owners and residents.

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations liaison to support collaborative efforts, coordination, engagement and implementation of Richmond commercial corridors economic vitality projects that will contribute to neighborhood vitality, increase economic activity and build upon existing efforts led by local leadership.

A strong proposal shall demonstrate a supportive structure deeply rooted and reflective of the community with the capacity to compensate, supervise, support staff and report on grant deliverables. It shall also include a detailed description of the coordination and implementation of activities. The budget shall reflect compensation for staff as well as operational and potential project budget for activities.

Projects and activities proposed under this program area are not limited to the following and may include some or all of the following:

Partnerships, Coordination and Engagement

Engage community and partners in providing input on projects that align with the Outer Richmond small business priorities. Collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.

- Report, collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.
- Collaborate to support coordination of activities between multiple parties including, but not limited to: business owners, property owners, public agencies, nonprofit organizations
- Maintain of relationships with City agencies and partners that support neighborhood efforts and can respond to needs
- Connect resources to Outer Richmond partners and projects
- Conduct activities that leverage private resources, including financial commitments, in kind donations, volunteer time, etc.

Business Outreach and Strengthening

Business Attraction and Retention: Support attraction and retention of neighborhood serving businesses that promote the history and strengthen the character of the neighborhood and specially those who have been part of historically disenfranchised communities

Outreach: Conduct regular door to door business owner outreach to assess needs, connect businesses to programs and projects and provide referrals and support

Develop relationships with business owners, property owners and nonprofit partners to:

- Follow up with businesses on progress of services and referrals
- Support troubleshooting issues between small businesses and city
- Promote and provide information of City services and programs to business owners

Referrals: Provide services and referrals that will strengthen small businesses and increase their longevity in the corridor

Programs to be promoted and delivered to businesses in corridor may include, but are not limited to:

- Shared Spaces
- ADA compliance and awareness
- Reopening Support
- Workplace Safety Best Public Health Practices for COVID
- Lease Negotiations
- Marketing assistance
- Permitting resources
- Legacy business registry
- Small business grants

Grant Programs: Develop and implement grant programs that support economic development goals or disbursement of funds to small businesses

Economic Development Programming and Marketing

Conduct and coordinate activities and launch projects that complement and enhance existing efforts that support activities that celebrate the areas unique offerings while spurring economic activity.

Activities may include, but are not limited to supporting and/or implementing:

- Enhancements of public space. e.g., public art installations, neighborhood landmarks, outdoor furniture and amenities, lighting installations
- Outdoor space activation. e.g., performances, physical exercise activities, public marketplace, or other activities, occurring in a public plaza or other public space.
- Neighborhood beautification projects. e.g., awning/window sign improvements, sidewalk cleaning, graffiti and vandalism abatement program.
- Branding or marketing campaigns. e.g., shop local campaign, banners.
- Events. e.g., neighborhood street fair or festival, art walk, local event series.

- Economic development planning. e.g., merchant and community surveys, retail strategy development.
- Minor Storefront Improvements support. e.g., awning replacements, minor painting, graffiti removal, window film placement.

Reporting requirements:

- Documentation of meetings and engagement of partners as needed for projects
- Regular progress reports and tracking project deliverables with appropriate data and tools.
- Tracking coordination efforts, projects and status

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- Does the proposed project support existing Neighborhood Commercial District strategies? If so, provide details on the existing strategy that is being supported.
- How will the proposed project spur economic activities, support existing businesses, improve physical conditions, improve quality of life, or build community capacity within the Commercial District? Is the proposed project supported by local residents, merchants and property owners? Within how many months is the proposed project anticipated to be complete?
- What previous experience does your organization have in building community support and implementing neighborhood improvement projects? In addition to any other details about experience, include a list of relevant projects with the title of the project; nature of the project; neighborhood served; the names of the organizations, resident and/or merchant groups, small businesses, etc. you worked with; the dates for and number of year(s) that the project spanned, and the funding source(s).

Program Area V: Sunset Commercial Corridors Economic Vitality

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$30,000** over a 1-year grant term. Applicants may request up to \$30,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Sunset

Target Population: Small business owners, property owners and residents

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations liaison to support collaborative efforts, coordination, engagement and implementation of Sunset commercial corridors economic vitality projects that will contribute to neighborhood vitality, increase economic activity and build upon existing efforts led by local leadership.

A strong proposal shall demonstrate a supportive structure deeply rooted and reflective of the community with the capacity to compensate, supervise, support staff and report on grant deliverables. It shall also include a detailed description of the coordination and implementation of activities. The budget shall reflect compensation for staff as well as operational and potential project budget for activities.

Projects and activities proposed under this program area are not limited to the following and may include some or all of the following:

Partnerships, Coordination and Engagement

Engage community and partners in providing input on projects that align with the Sunset small business priorities. Collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.

- Report, collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.
- Collaborate to support coordination of activities between multiple parties including, but not limited to: business owners, property owners, public agencies, nonprofit organizations
- Maintain of relationships with City agencies and partners that support neighborhood efforts and can respond to needs
- Connect resources to Sunset partners and projects
- Conduct activities that leverage private resources, including financial commitments, in kind donations, volunteer time, etc.

Business Outreach and Strengthening

Business Attraction and Retention: Support attraction and retention of neighborhood serving businesses that promote the history and strengthen the character of the neighborhood and specially those who have been part of historically disenfranchised communities

Outreach: Conduct regular door to door business owner outreach to assess needs, connect businesses to programs and projects and provide referrals and support

Develop relationships with business owners, property owners and nonprofit partners to:

- Follow up with businesses on progress of services and referrals
- Support troubleshooting issues between small businesses and city
- Promote and provide information of City services and programs to business owners

Referrals: Provide services and referrals that will strengthen small businesses and increase their longevity in the corridor

Programs to be promoted and delivered to businesses in corridor may include, but are not limited to:

- Shared Spaces
- ADA compliance and awareness
- Reopening Support
- Workplace Safety Best Public Health Practices for COVID
- Lease Negotiations
- Marketing assistance
- Permitting resources
- Legacy business registry
- Small business grants

Grant Programs: Develop and implement grant programs that support economic development goals or disbursement of funds to small businesses

Economic Development Programming and Marketing

Conduct and coordinate activities and launch projects that complement and enhance existing efforts that support activities that celebrate the areas unique offerings while spurring economic activity.

Activities may include, but are not limited to supporting and/or implementing:

- Enhancements of public space. e.g., public art installations, neighborhood landmarks, outdoor furniture and amenities, lighting installations
- Outdoor space activation. e.g., performances, physical exercise activities, public marketplace, or other activities, occurring in a public plaza or other public space.
- Neighborhood beautification projects. e.g., awning/window sign improvements, sidewalk cleaning, graffiti and vandalism abatement program.
- Branding or marketing campaigns. e.g., shop local campaign, banners.
- Events. e.g., neighborhood street fair or festival, art walk, local event series.

- Economic development planning. e.g., merchant and community surveys, retail strategy development.
- Minor Storefront Improvements support. e.g., awning replacements, minor painting, graffiti removal, window film placement.

Reporting requirements:

- Documentation of meetings and engagement of partners as needed for projects
- Regular progress reports and tracking project deliverables with appropriate data and tools.
- Tracking coordination efforts, projects and status

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) Does the proposed project support existing Neighborhood Commercial District strategies? If so, provide details on the existing strategy that is being supported.
- (b) How will the proposed project spur economic activities, support existing businesses, improve physical conditions, improve quality of life, or build community capacity within the Commercial District? Is the proposed project supported by local residents, merchants and property owners? Within how many months is the proposed project anticipated to be complete?
- (c) What previous experience does your organization have in building community support and implementing neighborhood improvement projects? In addition to any other details about experience, include a list of relevant projects with the title of the project; nature of the project; neighborhood served; the names of the organizations, resident and/or merchant groups, small businesses, etc. you worked with; the dates for and number of year(s) that the project spanned, and the funding source(s).

Program Area W: Tenderloin and Mid-Market Economic Vitality Services

Anticipated Number of Awards: Up to 2

Amount: Total amount of funding available under this program area is anticipated to be **\$300,000** over a 1-year grant term. Applicants may request up to \$150,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Tenderloin, Mid-Market

Target Population: Small business owners, property owners and residents

Scope of Work:

OEWD is seeking proposals from **nonprofit** organizations that will support collaborative efforts, coordination, engagement and implementation of Tenderloin and Mid-Market economic vitality projects that will contribute to neighborhood vitality, increase economic activity and build upon existing efforts led by local leadership.

A strong proposal shall demonstrate a supportive structure deeply rooted and reflective of the community with the capacity to compensate, supervise, support staff and report on grant deliverables. It shall also include a detailed description of the coordination and implementation of activities. The budget shall reflect compensation for staff as well as operational and potential project budget for activities.

Projects and activities proposed under this program area are not limited to the following and may include some or all of the following:

Partnerships, Coordination and Engagement

Engage community and partners in providing input on projects that align with the Valencia Street small business priorities. Collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.

- Report, collaborate and support activities that spur economic development, support existing businesses, improve physical conditions, increase quality of life, or build community capacity.
- Collaborate to support coordination of activities between multiple parties including, but not limited to: business owners, property owners, public agencies, nonprofit organizations
- Maintain of relationships with City agencies and partners that support neighborhood efforts and can respond to needs
- Connect resources to Valencia Street partners and projects
- Conduct activities that leverage private resources, including financial commitments, in kind donations, volunteer time, etc.

Business Outreach and Strengthening

Business Attraction and Retention: Support attraction and retention of neighborhood serving businesses that promote the history and strengthen the character of the neighborhood and specially those who have been part of historically disenfranchised communities

Outreach: Conduct regular door to door business owner outreach to assess needs, connect businesses to programs and projects and provide referrals and support

Develop relationships with business owners, property owners and nonprofit partners to:

- Follow up with businesses on progress of services and referrals
- Support troubleshooting issues between small businesses and city
- Promote and provide information of City services and programs to business owners

Referrals: Provide services and referrals that will strengthen small businesses and increase their longevity in the corridor

Programs to be promoted and delivered to businesses in corridor may include, but are not limited to:

- Shared Spaces
- ADA compliance and awareness
- Reopening Support
- Workplace Safety Best Public Health Practices for COVID
- Lease Negotiations
- Marketing assistance
- Permitting resources
- Legacy business registry
- Small business grants

Grant Programs: Develop and implement grant programs that support economic development goals or disbursement of funds to small businesses

Economic Development Programming and Marketing

Conduct and coordinate activities and launch projects that complement and enhance existing efforts that support activities that celebrate the areas unique offerings while spurring economic activity.

Activities may include, but are not limited to supporting and/or implementing:

- Enhancements of public space. e.g., public art installations, neighborhood landmarks, outdoor furniture and amenities, lighting installations
- Outdoor space activation. e.g., performances, physical exercise activities, public marketplace, or other activities, occurring in a public plaza or other public space.
- Neighborhood beautification projects. e.g., awning/window sign improvements, sidewalk cleaning, graffiti and vandalism abatement program.
- Branding or marketing campaigns. e.g., shop local campaign, banners.
- Events. e.g., neighborhood street fair or festival, art walk, local event series.

- Economic development planning. e.g., merchant and community surveys, retail strategy development.
- Minor Storefront Improvements support. e.g., awning replacements, minor painting, graffiti removal, window film placement.

Reporting requirements:

- Documentation of meetings and engagement of partners as needed for projects
- Regular progress reports and tracking project deliverables with appropriate data and tools.
- Tracking coordination efforts, projects and status

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.

Preferred Qualifications

- Support existing neighborhood commercial district strategies
- Spur economic activities, support existing businesses, improve physical conditions, improve quality of life, or build community capacity within the Commercial District
- Supported by local residents, merchants and property owners
- Anticipate completion within 6 to 12 months
- Leverage private resources, including financial commitments, in kind donations, volunteer time, etc.
- Provide detailed information on any previous experience the organization has in building community support and implementing neighborhood improvement projects

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) Does the proposed project support existing Neighborhood Commercial District strategies? If so, provide details on the existing strategy that is being supported.
- (b) How will the proposed project spur economic activities, support existing businesses, improve physical conditions, improve quality of life, or build community capacity within the Commercial District? Is the proposed project supported by local residents, merchants and property owners? Within how many months is the proposed project anticipated to be complete?
- (c) What previous experience does your organization have in building community support and implementing neighborhood improvement projects? In addition to any other details about experience, include a list of relevant projects with the title of the project; nature of the project;

neighborhood served; the names of the organizations, resident and/or merchant groups, small businesses, etc. you worked with; the dates for and number of year(s) that the project spanned, and the funding source(s).

Program Area X: Tenderloin and Mid-Market Marketing Campaign

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$80,000** over a 1-year grant term. Applicants may request up to \$80,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Tenderloin and Mid-Market

Scope of Work:

OEWD is seeking a **nonprofit** partner to implement a small business neighborhood marketing program. The neighborhood marketing program shall aim to stabilize small businesses, increase customer traffic, and elevate the profile of neighborhood commercial areas.

Activities under this section may include crafting marketing and commercial corridor promotions; developing campaigns and branding efforts and working closely with neighborhood merchant associations and related economic development entities.

The majority of the budget shall be dedicated to program costs. Proposed activities may include, but are not limited to:

- Developing marketing and branding campaigns related to the Tenderloin/Mid-Market community
- Providing branding, logo, and collateral creation services
- Implementing community building campaigns, social media promotions, event support and other related activities
- Increasing outreach and engagement with neighborhood business groups and small businesses to develop marketing and branding campaigns
- Helping to increase viability and the profile of the neighborhood to increase foot traffic and patrons to the commercial corridor
- Executing and implementing commercial district and small business marketing and related efforts
- Leading neighborhood branding and promotions

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.

Preferred Qualifications

- Neighborhood marketing
- Stakeholder engagement, brand creation, survey and brand development
- Communications and public relations

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) In addition to details about your organization’s specific experience with delivering the services described above, include a list of relevant projects with the title of the project; nature of the project; neighborhood served; the names of the organizations, resident and/or merchant groups, small businesses, etc. you worked with; the dates for and number of year(s) that the project spanned, and the funding source(s).
- (b) What experience does your organization have with the Tenderloin and Mid-Market community?

Program Area Y: Civic Center Public Spaces Programming

Amount: Total amount of funding available under this program area is projected to be up to **\$2,000,000** over a 12-month term. Applicants may propose budgets up to \$2,000,000. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Anticipated number of awards: 1 or more

Eligible Neighborhood(s): Tenderloin, Civic Center, Mid-Market

Scope of Work: As part of the effort to improve public spaces in Civic Center, Mid-Market and the Tenderloin, OEWD seeks a nonprofit organization to assist with the implementation of a multi-faceted public space activation and stewardship effort for the three public spaces linking Market Street to City Hall: United Nations Plaza, Fulton Street between the Main Library and Asian Art Museum, and Civic Center Plaza. Proposals should articulate plans for all three areas.

The scope of work for the selected organization(s) in this program area may include, but is not limited to, the following:

- Develop and implement regular event programming and activation for the three spaces, in conjunction with a cross-sector committee of institutions currently programming one or more spaces. Programming can be regular (i.e. weekly or monthly) or seasonal.
- Develop and implement small-scale temporary amenities that facilitate activation and beautification, such as a roller rink; temporary art installations; vendor kiosks; landscaping improvements; and a sound system. For any new amenity proposed, proposals should include ongoing operations for the term of the project as well as installation.
- Manage a robust stewardship program that supports daily use, activation and beautification of the three public spaces, with a particular focus on ensuring the safety and quality of experience of the activities proposed in the grant.

For all program components, engagement of communities of color in the surrounding neighborhood and from across the city, as well as low-income people and artists, is strongly encouraged. Proposals for each program component should include equity plans that may include outreach, free or reduced cost programming, economic opportunities, or job creation with named partners.

Selected grantee will need to coordinate as-needed with any City or Federal department with jurisdiction over the activation space (e.g. Recreation and Park Department, Department of Public Works, Municipal Transportation Agency) and comply with all related contracting requirements.

Note: All projects must obtain the necessary City permits and any contractors that the awardee of this RFP uses must be registered in the State Department of Industrial Relations Public Works Contractor database. Contractors responsible for covered construction or maintenance projects must comply with all relevant local, state and federal prevailing wage laws at the point of bidding to be eligible for a contract award. Please visit <http://sfgov.org/olse/prevailing-wage> and <https://www.dir.ca.gov/PublicWorks/Contractor-Registration.html> for more information.

Minimum Qualifications:

Applicant must:

- Be a fully established nonprofit entity eligible to do business with the City and County of San Francisco
- Have experience implementing event programming and activation in Civic Center, Mid-Market and the Tenderloin
- Have strong familiarity with Civic Center, including existing populations that use the public spaces, City agency jurisdictions, fronting properties and institutions, and community stakeholders
- Propose a feasible and efficient budget that leverages non-City funds while ensuring project completion
- Have a track record in working with multiple jurisdictions and agencies in San Francisco
- Have a track record managing project budgets in excess of \$1 million

Preferred Qualifications:

- Track record of participation in partnerships, including those with organizations representing low-income people, artists, and communities of color
- Track record in fundraising from private businesses for similar programs
- Knowledge of prevailing wages and competitive bidding processes.
- Have familiarity with construction management

Supplementary Questions and Attachments

In addition to completing the general application questions, please make sure that you address all of the following questions in your proposal narrative **under Section 2, “Approach, Activities and Outcomes”**:

- (a) Please describe the applicant’s experience activating Civic Center’s public spaces
- (b) Please provide detail about the team, including subcontractors, that will be developing and (if appropriate) operating each program or project applicant is proposing
- (c) Please provide an equity plan for each program component
- (d) Please describe the applicant’s experience fundraising for Civic Center activation
- (e) Please describe how non-City funding will be leveraged and/or raised as match funding
- (f) Please describe a project with a budget over \$1 million that the applicant completed

Office of Small Business Program

Program Area Z: Office of Small Business Check Printing Services

Anticipated Number of Awards: 1

Amount: Total amount of funding available under this program area is anticipated to be **\$50,000** over a 1-year grant term. Applicants may request up to \$50,000 to cover administrative costs related to the services described below. Final funding awards will be determined by the number of responsive proposals that meet departmental strategies and objectives, and actual funding may be less or more.

Eligible Neighborhood(s): Citywide

Scope of Work:

The San Francisco Office of Small Business is seeking proposals from **nonprofit** organizations for check printing services for several programs that will enable the secure and accurate printing and delivery of checks to grantees.

Circumstances in which check printing services would be required include, but are not limited to, instances in which grantees are unable to get established as official Suppliers (vendors) with the City and County of San Francisco in a timely manner, or unforeseen events such as hardware failure, software failure, power failure or natural disaster. Contractors must be able to print and deliver checks at a third-party Contractor-run facility or service (hosted).

Following are details about the three Office of Small Business programs for which check printing services are needed. Proposals for this program area may include different billing proposals for the three programs.

Legacy Business Program

<https://www.legacybusiness.org>

The Office of Small Business received \$400,000 in the 2021-22 budget for grants to Legacy Businesses listed on the Legacy Business Registry. There are currently approximately 280 active businesses on the Registry. All 280 businesses will be eligible to apply for and receive a grant through this fund, and most or all will be paid through the selected check printing contractor.

San Francisco Music and Entertainment Venue Recovery Fund

<https://sfosb.org/venuefund>

The Office of Small Business received \$3 million in 2020-21 for grants to SF music and entertainment venues in fiscal years 2020-21 and 2021-22. Additional monies may be added to the fund by the City or through fundraising. Grantees are expected to get set up as Suppliers with the City in order to receive funds, but some grantees may not be able to do so. The number of grantees requiring third-party check printing services could vary from as few as one to as many as three. Grant amounts for those businesses may range from a total of \$7,000 to \$130,000.

Disability Access and Education Fund

The Disability Access and Education Fund was created by [SB 1186](#) and amended by [AB 1379](#). From 2018 to 2023, applicants for local business registrations or renewals shall pay an additional fee of four dollars (\$4). The City and County of San Francisco shall retain 90% of the fees collected. Starting 2024, the

business registration fee reverts back to one dollar (\$1), and 70% of the fees collected shall be retained by the City. The Office of Small Business intends to use the Disability Access and Education Fund for increased certified access specialist (CASp) training and certification within the local jurisdiction and to facilitate compliance with construction-related accessibility requirements. The current fund amount is a minimum of \$500,000. It is presently unknown how many grantees will require third-party check printing services.

Minimum Qualifications

- Applicant must be a fully established nonprofit entity eligible to do business with the City and County of San Francisco.

Preferred Qualifications

- Applicants should develop a flexible budget for the proposed project despite the many unknowns.
- A strong proposal should demonstrate proper resources and a competitive fee structure to perform the services.
- The resulting agreement with the selected contractor will be cost reimbursement. The contractor must have the financial capacity to cover pass-through grant disbursements totaling up to \$100,000 per month while awaiting reimbursement from the City for the pass-through grants plus payment of administrative costs.

III. Application Process

A. How to Apply

Complete applications shall include all of the items listed in the Proposal Package Checklist, below. Instructions and tips on completing all Proposal Package documents are included following the Checklist and all templates noted can be downloaded from <http://oewd.org/bid-opportunities/RFP-219>.

Proposal Package Checklist -

Templates provided as Appendices to RFP 219:

- Appendix B, Proposed Budget** template – Please list your proposed project budget on this template and upload it before you submit your online application.

Additional required attachments:

- Organizational Budget** (no template) – Organizational Budget for the current or last completed Fiscal Year for the Primary Applicant, the entity that will hold the contractual obligation if awarded (no template provided).
- Organizational Chart** (no template) – Organizational Chart for the Primary Applicant, the entity that will hold the contractual obligation if awarded (no template provided).

Only Proposal Packages submitted using the approved templates with all required attachments will be considered for funding.

Alternative formats of templates may also be provided to individuals with disabilities by contacting oewd.procurement@sfgov.org before the submission deadline.

Additional Reference Materials, Requirements and Guidelines

The following documents are for reference only.

Appendix A, Application Questions – This template is for reference only. It includes the question set that all applicants must respond to. This document should only be used to draft your proposal content. All proposals must be entered into the online application found at <http://oewd.org/bid-opportunities/RFP-219>.

Appendix C, City Grant Terms (Form G-100), contains the standard requirements that apply to all nonprofit organizations doing business with the City.

Appendix D, Applicant Requirements and Guidelines

Appendix D is a reference document which outlines additional details related to the following topics:

- Eligible Applicants
- Organizational Capacity
- Board of Directors/Leadership/Stability
- General City Grant Requirements
- Additional Local Requirements
- Collaborations
- Conditions of Proposal

Appendix E, Supplier Registration Instructions, provides registration instructions to Applicants who are not current City Suppliers (vendors).

B. Proposal Package Submission

When all items are complete, submit the entire Proposal Package by **5:00 p.m. on Thursday, January 6, 2022**. Complete proposal packages must be submitted online by 5:00 p.m.

Upon successful submission, you will receive an e-mail response to confirm your submission was received by the deadline. Save this information for future reference.

If you discover an error in your submission and need to submit a revised proposal, compile all items on the Proposal Package Checklist, follow the same steps as outlined above, and ensure that the revised submission is submitted before the deadline. Please also contact oe wd.procurement@sfgov.org and confirm when that you are replacing your prior submission so that OEWD is able to identify the correct proposal that the Review Committee receives.

Again, all submissions, including all appendices, must be received in the online system by 5:00 p.m. on Thursday, January 6, 2022 to be considered as part of the Proposal Review Process.

Early submission is highly encouraged.

If you have any challenges with the application process or forms, please contact the Contracts and Grants Division at oe wd.procurement@sfgov.org. The team will assist with technical issues until the submission deadline.

C. Best Practice Tips

- Use the Proposal Package Checklist to ensure your proposal is complete.
- Carefully review the minimum qualifications in the program area(s) you are interested in. Note that you may be eligible for some programs and not others.
- Write as clearly and succinctly as possible and respond directly to the questions as asked. Do not submit extra materials not requested.
- No links to outside materials should be included in proposals, as the Review Committee will not review any websites, articles, videos, or documents during the review process.
- Include all requested files as attachments with your proposal prior to submission; these attachments will not be accepted after the deadline.

IV. Proposal Review Process

First, OEWD will review all proposals to determine if they are complete and eligible. Incomplete, late or otherwise ineligible proposals will not be considered and applicants will be notified if their proposals have been disqualified.

Next, a Review Committee will read and score all complete and eligible proposals. The Review Committee may consist of City and non-City staff and other individuals who have experience in the Program Areas in this RFP. If applicants are current OEWD grantees or contractors, OEWD may consider prior performance in our review.

For Invest In Neighborhoods programs, the Review Committee consists of both “Tier 1” and “Tier 2” panels.

- Tier 1 Review - the primary review committee will review and score all responsive proposals on a 100-point scoring system as described in this RFP.
- Tier 2 Review – an additional review committee will review and score all proposals on a 50 point scale of how well each meets the district or neighborhood need, project feasibility, and fulfillment of key department priorities, as applicable. Proposals will then be ranked and awarded on the total points received from both reviews.

Business Development and Office of Small Business programs will be scored at the Tier 1 level only. At the discretion of the City, the review process may require applicants to make an oral presentation before the panel and/or require the panel to conduct a site visit of the applicant’s facility or proposed project area.

Selection Criteria

Applications will be reviewed and evaluated using the criteria described in this section. Point values indicate the relative importance placed on each section and points will be awarded based on the extent to which the application addresses the criteria listed. Applicants should prepare their proposals with these criteria in mind.

Depending on the number and quality of proposals, applicants may be invited to be interviewed by the review committee to make a final selection. Each application will be considered individually and the organization’s overall capacity in relation to the number of projects proposed will also be considered when projects and proposals are recommended for funding.

Applicant Qualifications and Staff Assignments (30 points)

- The applicant’s professional qualifications and the experience of proposed partners, subcontractors and staff
- Experience and track record implementing similar projects or proposed activities

- Clarity and feasibility of proposed staffing assignments, taking into consideration accessibility, availability and workload
- The application demonstrates a thorough understanding of the economic, social, financial, institutional or other issues that require a solution.
- Demonstration of community support

Approach, Activities, and Outcomes (40 points)

- The proposed project will contribute to achieving the goals and objectives stated in the RFP.
- The application presents a clear description of the proposed project, including a clear statement of goals and objectives
- The application presents a plan of action with details on the specific scope of services applicant(s) propose and how the proposed work will be accomplished.
- The application presents a reasonable timeline for implementing the proposed project including major milestones and target dates. It addresses factors that might speed or hinder implementation and explains how these factors would be managed.
- The design of the project reflects current knowledge on effective practices supported by applicants' experience and/or research and literature.
- The proposed project would involve the collaboration of partner organizations, entities, consultants or key individuals who would maximize the effectiveness and efficiency of service delivery. If a collaborative application is proposed, specific activities and the role, capacity, and contributions each partner will make to the proposed project is detailed.
- The proposed project reflects performance targets appropriate for the program.
- The proposal demonstrates the organization's capacity to carry out the proposed project by connecting current or previous experience with the proposed programming.

Performance Measurement and Reporting (15 Points)

- Applicant addresses how data on project activities, outputs and outcomes will be collected and reported.
- Applicant demonstrates they have or will develop the capacity to collect and manage data.
- The application provides an appropriate and feasible plan describing how data will be used to determine whether the needs identified are being met and whether project results are being achieved.

Financial Management and Budget (15 Points)

- Applicant provides a detailed budget narrative presenting reasonable costs that relate to activities proposed.
- The proposed budget is submitted on the required template and applicant's overall budget is of a size to reasonably expect successful delivery of the program.
- Applicant maintains strong fiscal controls and would ensure the prudent use, proper and timely disbursement and accurate accounting of funds awarded under this RFP.

- Additional resources are available to ensure implementation and sustainability of programming.

Clarifications

The City may contact applicants to clarify any portion of the proposal. All questions to the applicants will be submitted in writing and the answers, in writing, will be submitted, along with the proposals, to the Review Committee for scoring. Any attempt by an applicant to contact a member of the Review Committee during the proposal review process (other than submitting clarification questions or responding to any City-initiated contact) may result in the elimination of that proposal from consideration.

Selection

After the Review Committees have concluded the evaluation and scoring of the proposals, the results will be submitted to the Director of OEWD, and the appropriate oversight bodies, if necessary, for review and determination of the award. The tentative awardees whose proposal(s) are determined to meet the needs of the City will be recommended to negotiate a grant. If an applicant submits multiple proposals, the organization's overall capacity in relation to the number of projects proposed will also be considered when proposals are recommended for funding. All applicants will be notified of the results of the evaluation.

The tentative award may be conditioned on inclusion of changes/additional terms. Negotiations over the specific terms and language may be required before submission to the Civil Service Commission for approval, if applicable. If the City is unable to negotiate a satisfactory agreement with the winning applicant(s), the City may terminate negotiations with that applicant and proceed to negotiate with other qualified applicants in the order of their ranking in the evaluation process. This process may be repeated until a satisfactory grant agreement has been reached. Final award of the grant may be subject to approval by the Civil Service Commission, Board of Supervisors, Mayor, or other governing body.

Applicants who do not receive an award may appeal the decision. Applicants who receive a grant will be contacted to begin the grant negotiation process.

V. Protest Process

A. Protest of Non-Responsiveness Determination

If your proposal is deemed non-responsive, you will receive notice from the City explaining the reason for removing it from consideration. Within five calendar days of the City's issuance of a notice of non-responsiveness, any respondent that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. The protest must be received by the City on or before the fifth business day following the City's issuance of the notice of non-responsiveness.

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

B. Protest of Grant Award

Within five business days of the City's issuance of a notice of intent to award the grant, any applicant that has submitted a responsive proposal and believes that the City has incorrectly selected another proposer for award may submit a written notice of protest. The notice of protest must be received by the City on or before the fifth business day after the City's issuance of the notice of intent to award.

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

C. Delivery of Protests

All protests must be received by 5:00 p.m. on the due date. OEWD highly recommends submitting the protest via email. If a protest is mailed in hard copy, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the City received the protest. Protests or notice of protests made orally (e.g., by telephone) or fax will not be considered.

Scanned signed protest letters may be submitted via email to **owd.procurement@sfgov.org**. Letters transmitted electronically must be sent in PDF format and be signed by an individual authorized to negotiate or sign agreements on behalf of the protesting organization.

Protests must be addressed to:

Contracts and Grants Director
Office of Economic and Workforce Development
One South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Following the City's receipt of a timely protest, the City may decide to schedule a meeting to review and attempt to resolve the protest. The meeting will be scheduled within ten (10) calendar days of the receipt of the protest, in a format that follows public health and accessibility guidelines. If the City determines a meeting is not necessary to address the protest, the protestor can anticipate a written response from the City within 10 calendar days of submission of the letter of protest. **All protest determinations made by the Director of OEWD are final.**

SF New Deal
Statement of Activity
January - December 2021

	Total
Revenue	
Donations	\$887,457
Meal Sales	\$20,359,210
Other Revenue	\$148,300
Total Revenue	\$21,394,968
Cost of Goods Sold	
Meal Costs	\$15,446,185
Delivery Costs	\$749,032
Total Cost of Goods Sold	\$16,195,217
Gross Profit	\$5,199,751
Expenditures	
Personnel	
Payroll	\$1,036,905
Contractors	\$160,891
Taxes/Fees	\$89,964
Benefits/Staff Development/Appreciation	\$78,716
Total Personnel Expenditures	\$1,366,476
Operating Expenses	
Online Subscriptions	\$32,070
Recruitment	\$42,711
Miscellaneous Expenses	\$9,447
Audit Fees	\$23,100
Legal & Professional Services	\$24,208
Insurance	\$15,066
Sales/Use Tax on Meals	\$143,177
Advertising & Marketing	\$23,432
Subtotal	\$313,210
Program Expenses	\$188,808
Micro Grants	\$1,002,500
Total Program Expenses	\$1,191,308
Total Operating Expenses	\$1,504,518
Total Expenditures	\$2,870,993
Net Operating Revenue	\$2,328,757
Tuesday, Jan 04, 2022 01:20:09 PM GMT-8 - Accrual Basis	

Subcategory (Reference Only)	Budget Line Item	Staff Last Name & Title of person assigned to project team	% of staff person budgeted to grant	Requested Budget Amount	Leverage/Match to be Provided Leverage may include committed funds as well as resources, e.g. staff time or program space. Note that areas require leveraged resources: E, L, Q, R, S, T, U, V.
Personnel	Staff 1	Castellanos, Director of Small Business Services	40%	\$ 41,200.00	\$ -
Personnel	Staff 2	Yachuk, Program Manager	25%	\$ 19,375.00	\$ -
Personnel	Staff 3	Casey-Stevens, Program Manager	25%	\$ 18,669.00	\$ -
Personnel	Staff 4	Marquez Velloso, Program Manager	25%	\$ 18,669.00	\$ -
Personnel	Staff 5	Chang, Associate Director of Service Operations	10%	\$ 9,270.00	\$ -
Personnel	Staff 6	Zarlin, Chief Impact Officer	15%	\$ 18,000.00	\$ -
Personnel	Staff 7	Bindman, Chief Program Officer	5%	\$ 16,500.00	\$ -
Personnel	Staff 8	Wordeman, Bookkeeping and Finance Manager	80%	\$ 46,176.00	\$ -
Personnel	Staff 9	Fong, Client Success Associate	5%	\$ 2,829.00	\$ -
Personnel	Staff 10	Mungoli, Social Media Manager & Designer	5%	\$ 3,605.00	\$ -
Personnel	Staff 11	Call Center	80%	\$ 243,720.00	\$ -
Personnel	Staff 12			\$ -	\$ -
Personnel	Staff 13			\$ -	\$ -
Personnel	Staff 14			\$ -	\$ -
Personnel	Staff 15			\$ -	\$ -
Personnel	Staff 16			\$ -	\$ -
Personnel	Staff 17			\$ -	\$ -
Personnel	Staff 18			\$ -	\$ -
Personnel	Staff 19			\$ -	\$ -
Personnel	Staff 20			\$ -	\$ -
Total budgeted FTE (column E)			3.15	\$ 438,013	\$ -
Subcategory	Budget Line Item	Types of fringe included (eg FICA, SUI, Medical,	Total fringe %		
Personnel	Fringe benefits	FICA, SUI, Medical, Dental, Vision, 401K employer	20	\$ 38,858.00	\$ -
Staff Expenses	Staff Development			\$ 3,000.00	\$ -
Staff Expenses	Staff Travel			\$ 4,000.00	\$ -
Total Personnel and Staff Expenses				\$ 483,871.00	\$ -
Operating Costs		Consultant/Contractor Name			
Subcategory	Budget Line Item				
Equipment	Lease and Maintenance			\$ -	\$ -
Equipment	Purchase (Computer/IT)			\$ -	\$ -
Equipment	Purchase (Furnishings)			\$ -	\$ -
Facilities	Occupancy Costs/Rent			\$ -	\$ -
Indirect/Fees	Indirect Costs			\$ 95,829.00	\$ -
Internal Control/Compliance	Accounting, Audit, and Payroll			\$ -	\$ -
Marketing	Marketing Costs			\$ -	\$ -
Office Supplies	Office Supplies			\$ -	\$ -
Other	Consultant/Contractor 1	Bannigan McDade, Interim Finance		\$ 14,400.00	\$ -
Other	Consultant/Contractor 2	ABBC Services Inc., bookkeeping and accounting		\$ 117,000.00	\$ -
Other	Consultant/Contractor 3	Isabelle Zhang, Chinese translation services		\$ 7,500.00	\$ -
Other	Consultant/Contractor 4			\$ -	\$ -
Other	Consultant/Contractor 5			\$ -	\$ -
Other	Consultant/Contractor 6			\$ -	\$ -
Other	Consultant/Contractor 7			\$ -	\$ -
Other	Consultant/Contractor 8			\$ -	\$ -
Other	Consultant/Contractor 9			\$ -	\$ -
Other	Participant/Job Seeker/Client			\$ -	\$ -
Other	Support costs			\$ -	\$ -
Other	Event Costs (Hosting)			\$ -	\$ -
Other	Fiscal Agent Fee			\$ -	\$ -
Other	Food/Meals			\$ -	\$ -
Other	HR costs			\$ -	\$ -
Other	Permit Costs			\$ -	\$ -
Program Supplies	Loan Program			\$ -	\$ -
Program Supplies	Mini-Grant Program			\$ -	\$ -
Program Supplies	Project/Program Supplies			\$ 20,100.00	\$ -
Program Supplies	Stipends/Honoraria			\$ -	\$ -
Risk Mitigation/Insurance	Insurance Fees			\$ 11,250.00	\$ -
Utilities	Utilities			\$ -	\$ -
Subtotal Operating and Program Expenses				\$ 266,079.00	\$ -
Deliverable Number	Description				
Deliverables	Deliverable 2			\$ -	\$ -
Deliverables	Deliverable 2			\$ -	\$ -
Deliverables	Deliverable 3			\$ -	\$ -
Deliverables	Deliverable 4			\$ -	\$ -

Deliverables	Deliverable 5			\$ -	\$ -
Deliverables	Deliverable 6			\$ -	\$ -
Deliverables	Deliverable 7			\$ -	\$ -
Deliverables	Deliverable 8			\$ -	\$ -
Deliverables	Deliverable 9			\$ -	\$ -
Deliverables	Deliverable 10			\$ -	\$ -
Deliverables	Deliverable 11			\$ -	\$ -
Deliverables	Deliverable 12			\$ -	\$ -
Deliverables	Deliverable 13			\$ -	\$ -
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Deliverables	Deliverable 23			\$ -	\$ -
Deliverables	Deliverable 24			\$ -	\$ -
Deliverables	Deliverable 25			\$ -	\$ -
Deliverables	Deliverable 26			\$ -	\$ -
Deliverables	Deliverable 27			\$ -	\$ -
Deliverables	Deliverable 28			\$ -	\$ -
Deliverables	Deliverable 29			\$ -	\$ -
Deliverables	Deliverable 30			\$ -	\$ -
			Subtotal Deliverables	\$ -	\$ -
				Requested for Funding	Leverage/Match to be Provided
			Total Budget Amount	\$ 749,950.00	\$ -

Instructions for Completing the Budget template

- Reference individual Program Areas in section **II. Program Areas and Scope of Work** of RFP 219 for specific instructions/expectations.
- In the Budget template , enter costs into the appropriate line items for the proposed project.
- Reference to the Line Item Descriptions tab for explanation of line items including supporting documents that will likely need to be submitted with the monthly invoices post-grant execution.
- Calculation and line item cells have been locked.
- Some additional description cells (staff names, contractor names, and deliverable descriptions) are available for entry as indicated in light orange.
- No additional line items may be added.
- Contact owd.procurement@sfgov.org with questions or issues concerning this form.

Budget Line Item Title	Applicable Expenses (examples of currently used budget items and common expenses)	Supporting Documentation Examples (for monthly invoicing)
Salary	Cost of labor for agency staff by anticipated person/position	ADP Reports, paystubs, copies of payroll checks or direct deposit statements for all staff for which salaries are requested. Other staff on the same reports and their indentifying information should be redacted prior to submitting to OEWD.
Fringe Benefits	All fringe and benefit costs combined (FICA, SUI, medical, etc.) Does not include agency insurance costs (workers comp, liability, etc.)	none needed
Consultant/Contractor 1	Includes BOTH cost of professional services performed by vendor or professional staff not on payroll AND cost of technical services performed by subcontractors and subcontracting agencies. Common costs (depending on program) may be: curriculum development	Invoice from consultant/contractor
Consultant/Contractor 2	consultant; marketing firm; neighborhood business services assistant (including travel (lodging/accommodations) negotiated as part of those sub-contract or consultant agreements); attorney fees if necessary (need advance approval) ; architectural design services; SBDC contractors; translation services; invoice for fabrication of public art project;	
Consultant/Contractor 3	cleaning contracts; music/art exhibit/other programmers; website/video production; graphic design, publicist; graphic/editing support for event document production; fees for instructors/workshop leaders/youth coordinator/program intern not paid through	
Consultant/Contractor 4		
Consultant/Contractor 5		
Consultant/Contractor 6		
Consultant/Contractor 7		
Consultant/Contractor 8		
Consultant/Contractor 9		
Consultant/Contractor 10		
Stipends/Honoraria	Stipends offered to speakers, volunteers, non-contracted musicians, artists, artisans, non-contracted interns, etc.	Invoices, receipts, or copies of checks and confirmation of receipt. May require additional memo from agency as to programmatic tie/services provided.
Equipment Lease & Maintenance	Ongoing equipment costs that may be internal to agency operations (copy machines; ongoing IT maintenance/support) or may be one time equipment lease costs for specific events (pressure washer rental, generator rental for a fair, etc.)	Invoices, receipts, or other proof of purchase. May require memo or additional explanation from agency as to programmatic tie/services provided if not obvious in scope.
Equipment Purchase (Furnishings)	Rarely used for IIN budgets. Furniture (desks, chairs, workstations, etc.) that are programmatically necessary and which the funded agency cannot leverage otherwise. All tangible property purchased with City grant funds may be recaptured and redistributed by the City. Grantees should carefully read appendix C of their grant agreement if anticipating purchasing tangible items with grant funds.	Invoices, receipts, or other proof of purchase. May require memo or additional explanation from agency as to programmatic tie/services provided if not obvious in scope.
Equipment Purchase (Computer/IT)	Rarely used for IIN budgets. Laptops, computers, and other technology related purchases that are programmatically necessary and which the funded agency cannot leverage otherwise. All tangible property purchased with City grant funds may be recaptured and redistributed by the City. Grantees should carefully read appendix C of their grant agreement if anticipating purchasing tangible items with grant funds.	Invoices, receipts, or other proof of purchase. May require memo or additional explanation from agency as to programmatic tie/services provided if not obvious in scope.
Insurance Fees	Required insurance policy maintenance costs (commercial general liability, auto, workers comp, etc.); and event insurance	Invoices, receipts, or other proof of purchase.
Staff Travel	Mileage, vehicle rental, tolls, gas, parking fees, air travel, and ground transportation if staff	purchase. May require memo or
Occupancy Costs	Cost associated with building space, rental/lease of space used to run a program; includes	purchase.
Utilities	PG&E, water bill, etc.; cost of telephone, fax, internet; use of cell phones as a required	purchase.
Project/Program Supplies	Programming supplies and materials, mosaic supplies, homeless outreach incentives (socks,	purchase.
Marketing Costs	Materials & advertising costs specific to marketing including; program promotion, advertising,	purchase.
Event Costs (Hosting)	Cost of hosting events, meetings, trainings, conferences including: materials to be used at	purchase.
Permit Costs	Building permit, event permits, DPH sidewalk landscape permit fee; sound permit,	purchase.
Food/Meals	General Fund only; programmatically necessary; food for program activities not given directly	confirmation of receipt. May require
Office Supplies	Materials for general office use, including: postage, paper, pens, etc. May have some of the	purchase.
Accounting, Auditing, and Payroll Fees	Cost of processing payroll and staff compensation (monthly ADP or Paychex fees, etc.); audit	Invoices or receipts for items
HR costs	Staff recruitment costs (job ads, printed announcements, background checks, drug screening,	Invoices or receipts for items
Staff Development	Cost of attending trainings, registration fees, associations, books, or webinars associated with	purchase.
Mini-grant Program	Only used if OEWD authorizes it for your program. Pre-approval required; mini-grant	source documentation
Loan Program	Only used if OEWD authorizes it for your program. Pre-approval required; loans funded to	source documentation
Fiscal Agent Fee	Flat, agreed-upon rate negotiated between OEWD and a fiscal agent to administer a	none needed
Indirect Costs	Items in the organization's budget that are shared and unable to be directly allocated --	calculation if over 15% of direct costs
Deliverable 1	All project deliverables -- Project/Program Managers (PMs) have the flexibility to negotiate up to 30 discrete deliverables per budget. Note: Budgets may be all deliverable based, all cost-reimbursement based, or a combination of the two. For costs that were estimated and included as part of a deliverable payment, no additional direct or indirect costs should be budgeted. For example, if a specific report is negotiated as a deliverable payment, all staff time, office supplies, printing costs, distribution costs, rent/space costs, etc should be included within that single deliverable line item.	Written confirmation from OEWD PM that the item submitted meets the criteria negotiated and documented in the scope. Each deliverables should be negotiated, produced, confirmed and invoiced separately. Note: unlike cost-reimbursement items which have a documented purchase date, deliverables are considered "purchased" by OEWD when reviewed and accepted by assigned staff. In order for deliverables to be reimbursed, they must be both produced within the grant/contract term and accepted by OEWD within the grant/contract term.
Deliverable 2		
Deliverable 3		
Deliverable 4		
Deliverable 5		
Deliverable 6		
Deliverable 7		
Deliverable 8		
Deliverable 9		
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Deliverable 29		
Deliverable 30		

Your filter options have been applied.

RESPONSE #190949258 SUBMITTED ON 01/13/2022 01:28:27 PM

OEWDRequestforProposalsRFP219Application

Page 1 of 15

Welcome



Page 2 of 15

Part I. Primary Applicant Profile

Primary Applicant

Primary Applicant Official Business Name

SF New Deal

Doing Business As (DBA) or Also Known As (AKA), if applicable

No answer given

Employer Identification Number (EIN) List the Primary Applicant's federal tax ID number here. This number should contain a total of 10 digits. Nonprofit corporations can look up their EIN on the following website: <https://apps.irs.gov/app/eos/>

85-0498939

Primary Applicant Headquarters

Street Address

2501 Phelps St.

City

San Francisco

State

CA

Zip Code

94124

Website

<https://sfnewdeal.org>

Main Telephone Number



4154801185

Primary Applicant Executive Director / CEO Information

Executive Director / CEO Name

Jacob Bindman

Executive Director / CEO Email Address

hi@sfnewdeal.org

Executive Director / CEO Title

Interim Executive Director

Executive Director / CEO Telephone Number

4153149720

Primary Applicant Type of Entity

Select all that apply:

Nonprofit - 501(c)(3)

Primary Applicant City & County of San Francisco Supplier Status

Current status:

Approved Supplier

Supplier Number (e.g. 00000#####):

0000042775



Page 3 of 15 - Part I. Primary Applicant Profile (continued)

Primary Applicant Organizational Staffing and Board Composition

Organizational Chart

Upload Primary Applicant's Organizational Chart (no specific template provided).

SFNewDealOrgChart.pdf

Executive Director Tenure

Years

1

Months

10

Total Number of Full Time Equivalent (FTE) Employees

Enter the number of FTE for the whole organization, not just the program being proposed. Your FTE number may be different from the total number of people on your payroll.

15.5

Number of Governing Board Members

Enter the number of Board members, excluding Emeritus/Advisory members.

4

Current Board Members

Board Member Details

Board Member Name



Lenore Estrada, President

Years/Months on the Board

1 year 10 months

Home Neighborhood (or City/State if outside San Francisco)

Hayes Valley resident, business locations in Bayview and the Mission

Job or Relevant Experience

Lenore Estrada is the co-founder and board president of SF New Deal, as well as the co-founder and owner of Three Babes Bakeshop operating out of the Bayview and with a forthcoming retail space and kitchen opening on Valencia Street in the Mission.

Board Member Details

Board Member Name

Simileoluwa Adebajo, Secretary

Years/Months on the Board

1 year

Home Neighborhood (or City/State if outside San Francisco)

Sunset district resident, business location in SOMA

Job or Relevant Experience

Head Chef and Owner of Eko Kitchen

Board Member Details

Board Member Name

Ken Shear, Treasurer

Years/Months on the Board

1 year 10 months

Home Neighborhood (or City/State if outside San Francisco)



Duboce Triangle

Job or Relevant Experience

Retired civil rights lawyer, co-founder and CEO of Booktrope, represents his son, SF New Deal founding funder Emmett Shear (co-founder of Twitch, Duboce Triangle resident).

Board Member Details

Board Member Name

Paul Burns, Director

Years/Months on the Board

6 months

Home Neighborhood (or City/State if outside San Francisco)

Inner Sunset

Job or Relevant Experience

Now retired founder of successful small business Fireclay Tile launched in 1986 that moved headquarters and showroom to San Francisco's Design District in 2014.

Board Recruitment

If you are in the process of recruiting new Board members, please describe any efforts to ensure a diverse and equitable Board that aligns with the community being served. (1,000 character limit)

SF New Deal is recruiting 2-3 additional board members who live, work and/or, have a business in the City of San Francisco. Our board recruiting goals include individuals who have experience working in government entities, or with government contracts. Our current board, though small, represents diverse perspectives of SF-based business founders/owners with lived experiences as women, immigrants, and people of color living and/or working in Bayview, Hayes Valley, Mission, SOMA, and the Sunset.

Total Number of Volunteers

Enter the total number of volunteers for the organization. Exclude Board Members counted above.

400



Page 4 of 15 - Part I. Primary Applicant Profile (continued)

Primary Applicant Organizational Budget Information

List the total organizational budget amount for the Primary Applicant for the last completed fiscal year. Please note this is different than the budget for the proposed project.

21394968

Upload the Primary Applicant's total organizational budget for the last completed fiscal year (use your own format; no template provided).

SFNewDealBudget_2021.pdf



Page 5 of 15 - Part I. Primary Applicant Profile (continued)

Program Lead Profile

Is the Primary Applicant serving only as the fiscal agent for a different Program Lead organization which is actually delivering the proposed services?

No, Primary Applicant is the Program Lead (no Program Lead profile needed)



Page 6 of 15

Program Area

Program Area List: Select one

K - Small Business Grants Payment Administrative Support



Page 7 of 15

Part II. Project Description - Introduction

Introduction: Title and Summary

Project Title (100 character limit)

Small Business Grants Awards Distribution Administration

Brief summary of proposed project (1-2 sentences; 350 character limit)

Leveraging its existing equity framework and small business network and grantmaking service experience, SF New Deal will provide administrative excellence in funds disbursement, spending tracking and verification, and reporting for OEWD's Small Business Grant Programs.



Section 1: Applicant Qualifications and Staff Assignments (30 points)

1. Briefly describe your organization's mission, values, and history providing services to residents and businesses in San Francisco. (2,000 character limit)

SF New Deal is a 501(c)3 nonprofit founded to provide supportive services and financial opportunities for small businesses in San Francisco. Our organization works to address both the symptoms and root causes of inequity by building pathways which connect local business owners, workers, community leaders, and neighbors in need, for the benefit of the entire city.

Every action SF New Deal takes to remove barriers to relief and recovery for communities begins within our equity framework. By acknowledging the systematic and deliberate lack of resources which have been provided to Asian and Pacific Islander, Black, disabled, female-identifying, immigrant, Indigenous, Latinx, LGBTQ+, and low-income communities in San Francisco and across the United States, we are able to explicitly and proportionately provide financial opportunity to workers and businesses from these under-resourced communities.

We are empathetic and responsive to the community's needs, collaborating with, and being accountable to, the communities with whom we are creating sustainable solutions. This work is the foundation of all our programs, ensuring that the unique stakeholders, considerations, limitations and opportunities in each program are in context, and developed in participation with the population being served. Our staff is composed of individuals who are from, and have worked in, the communities we serve, bringing a depth of experience and knowledge to inform our equity framework, processes and approach. We are committed to engaging in ongoing practices of accountability, recognizing the responsibility we have to our stakeholders and the community at large about how, where and why we're spending dollars, operating programs, and providing support. Every dollar distributed through SF New Deal programs since the organization's inception is publicly available on <https://sfnewdeal.org>. along with data on our impact and reach.

2. Describe any past experience successfully implementing similar projects or activities, including grants or contracts with the City of San Francisco or other funders. You may include details on active/ongoing projects as well as prior/completed projects. Please be sure to highlight successful outcomes for the target populations or neighborhoods in the program area. (3,000 character limit)

Since SF New Deal's launch in March 2020 we have disbursed over \$32 million to 618 small businesses in all 11 districts of San Francisco. In addition to being able to smoothly manage the logistics of fund disbursements, we also maintain business verification documentation (W-9s and licenses) and distribute tax prep documents (1099). We currently manage a monthly average of \$1.4 million in financial disbursements to approximately 130 small businesses across our programs. Over 80% of the ownership of these partners identify as women/BIPOC and/or LGBTQ+.

Specific program experience includes our \$1 Million Small Business Micro Grant Debt Relief Program (Micro Grant Program). Launched in May 2021, SF New Deal disbursed \$1,002,500 in grants to 401 small businesses across all 11 districts. Grants of \$2,500 provided immediate, direct financial assistance to small businesses in San Francisco. SF New Deal solicited more than 600 applications for assistance from small businesses, including arts space and artists, restaurants, childcare and educational facilities, and businesses in the transportation and tourism sector. Of the 401 grant recipients, 324 self-identified as BIPOC owned businesses, 189 as women-owned businesses, and 41 as LGBTQ-owned businesses. Verified through a supportive streamlined documentation process, grantees have reported using their grant funds for rent and utilities, re-opening costs, P



and more, including the build-out of outdoor spaces and parklets. In addition to providing financial relief, the program engaged small business grantees in data collection and research that is being used to inform future programs to benefit grant recipients and other small businesses in San Francisco.

Additional programmatic experience relevant to this RFP includes SF New Deal's longest running program, our CBO Direct Service Meal Program which launched in March 2020. To date, this program has disbursed \$5,669,268 to 47 small businesses.

SF New Deal has or is actively operating seven other programs in partnership with the City of San Francisco: Great Plates Delivered (HSA RFP 999) disbursed \$12.7 million to 70 small businesses; Congregate Housing Sites Meal Program (HSA RFP 885), has disbursed \$9.1 million to 53 businesses; in partnership with the Chinatown Community Development Center and HSA, Feed + Fuel 2.0 supported 57 businesses with \$3.28 million in funds; Prepared Meal Support (HSA RFP 953) will support 17 restaurants with a program budget of \$2.6 million; Takeout Today (HSA RFP 947) is supporting 17 restaurants with a \$500,000 budget; Innovative Neighborhood Food Support (HSA RFP 952) is supporting 13 restaurants with a program budget of \$350,000; and Zero Waste Pilot (SFE), a public-private partnership providing \$2,500 grants to 20 restaurants to support their transition from single use to-go ware, to reusable containers.

SF New Deal is a certified vendor with the City and County of San Francisco supplier ID is 0000042775.

3. Describe your staffing plan for the proposed project. Please answer all of the following in this section: • List the names, titles and qualifications of staff, partners, and subcontractors that will make up the project team. If you do not have a person identified yet (e.g. if you have a vacant position), please provide information on the status of the hiring process. • How will work be distributed within the project team? • Are there any specific cultural, linguistic, educational or other skills that will help the project team deliver the proposed project? (3,000 character limit)

The staffing plan for the Small Business Grants Awards Distribution Administration follows the same staffing structure as our successful Micro Grants Program and Small Business and Client Services divisions. The program services, activities and requisite communications outlined in this proposal will be folded into SF New Deal's current org chart/workflow. As in all our programs, our public-facing materials will be available in multiple languages and accessible in a variety of ways, including email, text, phone, in-person/site visits, and marketing communications. To ensure accuracy in business verification and document collection, we may enlist the support of merchant associations and community groups like Tenderloin Community Benefit District, Calle 24 & Be Chinatown to liaise with neighborhood businesses.

The program will be managed by the Director of Small Business Services, Laura Castellanos with financial management from Kelsey Wordeman. Core supporting team members include Program Managers Kate Yachuk, Kelly Casey-Stevens and Kayla Marquez Velloso, who will provide a case management/portfolio approach to all grantees. The team brings 6.5 years working in the City of San Francisco on programs benefiting small businesses, and Castellanos has over 20 years of professional experience in financial programs management.

SF New Deal's existing Call Center, which is operated within our Client Services department, will be central to the successful execution of this program. Our multilingual Call Center currently operates 7 days a week between the hours of 7am and 7pm in English, Cantonese, Mandarin, Tagalog and Spanish. Since May 2020 the Call Center has managed a weekly volume of up to 3000 calls from small business owners, CBO partners, meal recipients, prospective clients, and other members of our community. The Call Center will continue to serve as an information hub for all SF New Deal's programs, including all current and prospective Shared Spaces permit holders, and potential grant resource beneficiaries as outlined in this proposal.



Our finance team members will put SF New Deal's existing administrative infrastructure to work to ensure efficient and effective disbursements, tracking, and monitoring for this proposal and the timely preparation of tax documents for grantees. Our team uses Google and Airtable surveys, Airtable bases, Bill.com and Quickbooks Online to provide financial and administrative expertise including funds disbursement, grant spending tracking and verification, data collection, and audit-ready reporting. SF New Deal has regularly reported to the City across a range of metrics including clients served, SOGI and demographics, small businesses and their workers, dollars disbursed, and a host of other data. The systems we have in place enable us to capture data for the purpose of reporting as well as using it to quickly operationalize actionable changes and adaptations to our program service operations.

4. Describe the target populations you will serve through this project, your experience serving them, and key needs you hope to address with this funding. Highlight the economic, social, financial, institutional or other issues that require a solution. Please also share any work you have done with the relevant communities to confirm that this proposed project is appropriate and necessary. Examples may include: • Surveys or focus groups with community members • Organizing or advocacy efforts with community members • Research or review of data and best practices serving the target populations (3,000 character limit)

SF New Deal is, or has been, a service provider for several multi-million dollar mass feeding and small business support contracts in the City. The recipients of these relief and recovery services are small businesses and impacted communities across San Francisco's 11 districts, with the largest percentage of participation and funds distribution focused in the neighborhoods of Bayview, Hunters Point, Mission, Chinatown, The Tenderloin, Civic Center, SOMA, Fillmore, Western Addition, Visitation Valley, Excelsior, Merced Heights, and Oceanview/Ingleside.

In our most recent small business data collection survey, nearly every business ranked access to capital, weak consumer demand, and supply chain disruptions as their top concerns in 2022. These businesses have on average been in operation for 12 years, and 79% carry debt. Nearly 90% applied for and received some pandemic assistance in the form of PPP, EIDL, or grants/loans. The data represents more than 300 businesses across all 11 Districts, owned and operated by predominantly (70%) Asian and Pacific Islander, Latinx, and Black owners. The Small Business Grant Awards will help to address at least the top two concerns these businesses have, by providing cash and resources so they can safely serve their customers and communities.

SF New Deal's equity framework is the foundation of all our actions. An example of this framework in practice was prioritizing the outreach for our Micro Grants Program toward small businesses owned and operated by under-resourced groups; specifically, businesses that continue to experience barriers to accessing capital due to a lack of credit history and/or exclusion from investor networks. Being transparent and collaborative in our approach builds trust with our communities, and has made SF New Deal a known and reliable resource.

The impact of the \$32 million SF New Deal has disbursed to date is quantifiable: on average, businesses that participated in our direct service programs retained at least 50% of their existing staff. Our programs are particularly vital for the approximately 25% of restaurant workers who are immigrants and/or undocumented. From the start we've partnered with small businesses and community groups in neighborhoods that the City of San Francisco has declared "areas of vulnerability," centering the wisdom of their lived experience to inform decision making around the programs that we implement together.



Section 2: Approach, Activities and Outcomes (40 points)

1. Clearly state your approach to the project. Provide detailed goals and objectives, and describe any evidence-based practices that inform your project design. (4,000 character limit)

Leveraging its existing equity framework and small business network and grantmaking service experience, SF New Deal will provide administrative excellence in funds disbursement, tracking and reporting for OEWD's Small Business Grants Awards Distribution.

SF New Deal's existing organizational infrastructure and systems have the capacity to efficiently manage a high volume of billing, spending tracking and verification, and reporting for small businesses in San Francisco, with the cash flow capabilities to distribute a minimum of \$1 million in grant funds each month, on a net 60 day OEWD reimbursement structure. While we currently communicate with, and provide grants and services to, small businesses across all 11 Districts of San Francisco, SF New Deal has designed all of its programs within an equity framework, so that the largest beneficiaries of our services are historically under-resourced small businesses, those in neighborhoods labeled "areas of vulnerability," and those hit hardest by COVID-19.

Primary Goals

- Distribute a minimum of \$10 million in grant funds to small businesses across all 11 districts in San Francisco
- Streamline collection and documentation of business verification and tax information, as well as grant spending verification that is able to accommodate the reporting capabilities of small business recipients
- Provide proactive, streamlined communications with all grant recipients to ensure appropriate documentation has been received, funds are distributed in a timely manner, and grantee expenditures are accurately verified
- Provide multichannel, multilingual technical support to grantees to ensure they are able to submit all necessary documentation, and/or to identify additional documentation that can satisfy spending verification
- Gather data and information from recipients regarding the services provided in this proposal, to better clarify best practices for funds distribution and tracking

Primary Objectives

- Engage SF New Deal network in multichannel, multilingual marketing and outreach to inform recipients about the necessary documentation needed in order to trigger payment of the funds; develop streamlined systems to acquire these documents
- Manage timely and efficient distribution of grant funds through various channels, utilizing bill.com, and track all payments made/received in Quickbooks Online
- Offer widely accessible guidance and direction on verification and documentation of permissible grant expenditures, and develop streamlined systems to acquire these documents
- Provide a detailed report to OEWD that reviews data and feedback in order to:
 - Better understand current and/or persistent challenges that small businesses are experiencing,
 - Clarify barriers and limits to providing adequate documentation for receipt of grants and submission of expenditures verification documents, and
 - Provide insights and innovations to help streamline these processes in subsequent disbursement cycles



SF New Deal will ensure that OEWD's grant funds are distributed and that all small business grantees are able to receive and utilize their funds quickly. The significant administrative lift will fall to SF New Deal, who will work proactively to engage with grantees to ensure all paperwork is received and documented with audit-level accuracy and transparency. In a 2020 survey SF New Deal conducted with its partners, businesses reported having to cut 977 jobs following the initial shelter in place order, but that participation in SF New Deal's programs enabled 32% of those jobs to be rehired. Our work providing relief in the shape of funds, technical assistance, and communication of additional opportunities to small businesses continues to be a much-needed lifeline.

2. Describe the services to be provided. For each service component, provide detail on the following, as appropriate: types of activities; number of hours; frequency of services; location(s) of services; and methods that will be used to deliver services. (4,000 character limit)

Modeled after our own successful Micro Grants Program and community feeding funds distribution mechanisms, SF New Deal will provide the following services to ensure streamlined, efficient, and effective Small Business Grants Awards Distribution for OEWD's small business grants program.

Grantee Tax Document Acquisition—SF New Deal will provide information and guidance to all OEWD grant recipients about the tax verification and other relevant documentation needed in order to trigger grant payments. Communication of this information will be provided in multiple languages, with individual support and follow-up to targeted applicants as needed through a case-management/portfolio approach, and SF New Deal's Call Center. As appropriate SF New Deal will work with its partners including Calle 24, Be Chinatown, Tenderloin Community Benefit District and other CBOs, neighborhood merchant associations and CBDs, to acquire the needed documentation from small businesses as quickly as possible.

Grantee Distribution Communications and Distribution of Funds—SF New Deal will communicate on at least a monthly basis with OEWD to gather information on the small businesses selected to receive grants in that month. Once this information is received, SF New Deal will communicate directly with recipients regarding documentation required to trigger payment. Once appropriate documentation is received, funds will be distributed within 30 days via Bill.com either electronically or with paper check for less tech enabled businesses. SF New Deal will provide OEWD with proof of payments made to grantees on a monthly basis, to be reimbursed net 60 days. All documentation, disbursements, and communications will be logged in SF New Deal accounting software and Airtable database.

Permissible Uses of Grant Funds Tracking and Verification—SF New Deal will provide ongoing guidance for tracking and verifying use of the funds as defined by SF New Deal in collaboration with OEWD, taking into account the limitations of small business record-keeping. The Call Center will provide ongoing technical support to small business grantees around uses of grant funds and spending verification. As needed, SF New Deal will work with its partners including Calle 24, Be Chinatown, Tenderloin Community Benefit District and other CBOs, neighborhood merchant associations and CBDs to collect this documentation.

Research and reporting—SF New Deal will collect internal team feedback on processes on an ongoing basis, including team observations of any significant roadblocks and potential ways to streamline the disbursement and documentation process, which can be adjusted in real-time. All small businesses who receive a grant will be added to SF New Deal's Bill.com and Airtable database. As documentation is received, it will be stored in each small business profile, along with documentation of the grant disbursement, and spending verification. All data is maintained in Google Workspace and Airtable bases, and Quickbooks Online. At the close of the grant period, SF New Deal will survey participating small businesses to assess the effectiveness of its communications and tracking mechanisms with the target population.



3. Describe the qualitative and quantitative outcomes your project proposes to achieve. Provide projections of the accomplishments to be achieved for each activity or function proposed, such as the number of activities or steps to be accomplished or number of individuals or businesses to be served. If accomplishments cannot be quantified, list them in chronological order to show a sequence of steps and their projected start and end dates. (3,000 character limit)

Overall outcomes:

-Distribute at least \$10 million in grants funds over a 12 month period

-Collect tax and other relevant documentation from all grantees, both to verify eligibility to receive funds, and verify their use of the funds

-Collect additional demographic and essential information from participating small businesses and partners in order to develop a concrete list of actionable, measurable adaptations for future disbursement cycles. Provide OEWD with audit-level accuracy and transparency in reporting on the disbursement of funds, and systems and mechanisms used to communicate with grantees.

Additional outcomes:

Grantee Tax Document Acquisition—SF New Deal will reach out to all small business grant recipients to let them know about the documentation requirements for receipt of funds, and the expectations around timelines for submission of spending verification. SF New Deal will take these communications as an ongoing opportunity to learn from small businesses about their internal capacity limitations, while also providing guidance and coaching on best practices.

Grantee Distribution Communications and Distribution of Funds—SF New Deal has the capacity to efficiently outreach to hundreds of small businesses per week, and can process and distribute a minimum of \$1 million in funds on a monthly basis. SF New Deal will communicate with, and collect data and information from, all recipients in order to inform future outreach and reporting efforts.

Permissible Uses of Grant Funds Tracking and Verification—In addition to providing detailed information to grantees around payment documentation and spending tracking and verification, SF New Deal will identify the barriers that small businesses have to submitting financial documents in order to adapt and adjust systems to meet the capacity of small businesses in the target population. SF New Deal will again take this as an opportunity to learn from small businesses, and provide guidance and coaching on achievable best practices for tracking expenditures. This is particularly important: in SF New Deal's most recent survey of small businesses, more than half spend most of their time on bookkeeping and financials tracking, and 45% listed financial and accounting services as the number one supportive service they'd like to help their business in 2022.

Research and reporting—SF New Deal will provide transparency of the entire administrative process, including all payment/disbursement receipts and documentation, as well as any additional demographics and feedback gathered at various points.

SF New Deal acknowledges that not all businesses are equipped with the technological and/or administrative capacity to operate on digital platforms with rapid turnaround times. SF New Deal will learn and share with the City and all partners how SF New Deal's specific approach enables historically under-resourced small businesses to successfully access the resources.

4. Provide a project timeline. Please include all major milestones and target dates, as appropriate. Describe any factors that might speed or hinder implementation of the project, and explain how you will manage unanticipated project hurdles, should they arise (4,000 character limit)



Because of the 12 month, rolling nature of the grants process, SF New Deal will engage in the following activities on an ongoing basis. The process below outlines the most efficient way to launch an administrative effort able to handle a high volume of grant funds disbursements each month. SF New Deal's continuous collection of data and monitoring of the process will enable us to adapt and adjust our efforts to maximize efficiency throughout the 12-month duration of this proposal.

Collaboration & Discovery

-February Outline the parameters of the program

--Gain clarity around OEWD's fund disbursement goals, including # of grants and total amount distributed within the 12 month timeframe

--Gain clarity around acceptable forms of documentation required by OEWD from SF New Deal as proof of grantee eligibility to receive funds, and gain clarity around permissible uses of grant funds and eligible verification

--Develop multilingual, multichannel communications about the grant disbursement process and steps

Grantee Distribution Communications & Distribution of Funds

-March Creation of multilingual, multichannel grantee communications

--Notification of grants by email, phone and text

--Dissemination of information around documents needed in order to trigger payment; introduction to the grant funds spending verification

--Engage with merchants associations and CBDs to support small businesses in gathering and submitting required documentation for receipt of funds

--Update contact information and basic demographics of all small business recipients with particular emphasis on discovering any significant changes in operations since applying for the grant

--Gather required grant documentation, including financial information (e.g., W-9s, business licenses, tax information) in order to process funds

-April Review grant recipient documentation and set up/verify grantee business accounts in bill.com. Issue reminders to grantees who have not submitted required documentation

-April Disburse grant funds to business accounts within 30 days of receipt of acceptable tax documentation—funds can be disbursed electronically or via paper check.

-May-Ongoing Provide OEWD with agreed-upon proof of grants disbursements made the previous month, and invoice OEWD for net 60 day reimbursement. --Provide any insights into the grant process or trends in changes for small businesses.

Permissible Uses of Grant Funds Tracking and Verification

April-Ongoing Provide guidance on use of funds verification process

Proactive follow-up with grantees to provide information on permissible use of funds

Provide examples of eligible documentation types such as bank statements, checks, electronic payment receipts, payroll journals, invoices, or bills.

Partner with neighborhood organizations to assist with spending verification as needed

Provide technical support via the Call Center, and assist with document submission as needed

May-Ongoing Provide OEWD with documentation and records for all completed grants: those small businesses who have used their funds and submitted all spending and verification documents to SF New Deal. Provide OEWD with preliminary information on grant usage trends.

Research, survey, analysis and reporting

November Develop a final survey for all participating businesses to discover spending trends and actionable adaptations distribution processes and communications, in order to better serve our target populations



December Email surveys in multiple languages

Mid-December Follow-up emails and calls made to grantees who have not submitted responses; direct outreach made to community groups for their support in helping grantees submit surveys

January First draft of report on survey findings completed

January Provide granular and transparent financial tracking documentation for both SF New Deal's distributed grant funds, as well as small businesses' use of funds.

February 2023 Final report made available

5. Describe your expertise serving demographic and geographical areas of focus where appropriate, or as required by the program area. Describe specific outreach or engagement strategies that you will use to reach target populations identified in the RFP. (2,000 character limit)

SF New Deal's approach prioritizes collaboration, proactive outreach, accessibility, accountability, & dignity. These qualities are why the communities we serve continue to partner with us, and help improve and expand our programs. In practice, these qualities translate to: multilingual and multichannel communications to reach our communities in the ways that are accessible to them (the Call Center, email, text, social media and in-person); continuous open feedback and program adaptation with our partners, participants, stakeholders, and small businesses (through surveys, calls, interviews, meetings); actionable solutions to daily service provisions (via the Call Center, which functions as a communications hub and connector); and continual dialogue about the immediate and foreseeable challenges and potential solutions ahead for the communities we serve (through research, analysis, surveys and reporting).

Because not all residents, small businesses and communities in San Francisco experience the same challenges, SF New Deal's programs are flexible, adaptive and innovative to the real-time needs of the communities we serve. We learn about the unique challenges of our neighbors through a continuous review and reflection of our programs. For example, as part of our Micro Grants program, we utilized the Call Center for over-phone grant application submissions, to accommodate those small businesses in our target communities who are more comfortable communicating verbally. We apply grassroots marketing techniques like flyering and in-person communication across many of our programs, to ensure we are reaching less tech enabled/connected businesses.

SF New Deal provides services in all 11 Districts of San Francisco, but from the start, services have been located primarily in the Bayview, Hunters Point, Mission, Visitation Valley, Chinatown, the Tenderloin, Civic Center, SOMA, Fillmore, Western Addition, Excelsior, Merced Heights, and Oceanview/Ingleside neighborhoods.



Section 3: Performance Measurement and Reporting (15 points)

For this section, provide a narrative describing:

- How data on project activities and outcomes will be collected and reported
- Measures that will be developed and/or used to determine the extent to which the project has achieved its stated objectives
- How data will be used to determine whether the needs identified are being met and whether project results are being achieved
- Any processes and procedures that are or will be in place to determine whether the project is being conducted in a manner consistent with the work plan and how effectiveness and efficiency will be improved
- How the outcomes proposed and measured will demonstrate positive impact based on the Scope of Work outlined in the program area. (6,000 character limit)

Monitoring and reporting is an essential and core activity across all our programs. SF New Deal tracks quantitative and qualitative data continually and simultaneously in order to get a clear picture of inequities and outcomes gaps for the communities we serve, both internally (barriers and challenges that come up through the process of the program) as well as externally (current challenges for small businesses, including the barriers to accessing relief and recovery supports that are available). Our organizational goals around data collection are to provide transparency on how, why, and where we're spending dollars, and analyze the data to determine ways to adapt our work to better provide services to our community. In-depth information on our operations, impact, spending and fund distribution since our founding is available to the public at SFNewDeal.org.

Internal data will be collected on an ongoing basis by the program manager and core staff. Primarily qualitative in nature, our highly-skilled team will provide observations of any significant roadblocks and potential ways to streamline application and grant processing, as well as feedback on ongoing program management. Internal data is maintained in Google Workspace and Airtable bases which are accessible to program team members, and are consistently reviewed to provide insight and adaptations to activities.

Collecting data from external stakeholders and participants will help SF New Deal and all stakeholders understand the specific challenges to participation that those we serve face at critical points in communication, and in providing documentation. Data will also be collected from external stakeholders to understand who received the funds, how those funds are being used, and what the challenges are for businesses in obtaining relief and recovery support. Understanding these challenges and the time and materials required to address them provides critical information for developing the range of services and resources that our target communities need.

Final reporting will take place at the close of the proposal period. In addition to accurate and granular financial tracking of all grant disbursements, SF New Deal will also track, on an ongoing basis, all small business grant expenditures, to ensure the funds have been permissibly utilized. Depending upon OEWD needs, detailed information can be provided.

A final survey will be sent to all grantees, and will be developed using best practice methodologies and distributed in multiple languages. Our aim is to collect data showing trends in how grant money was spent and where the greatest and least effective impacts from the grant happened (from the small businesses' perspective), including detailed data on any businesses that closed or restructured operations or services. SF New Deal will analyze all closing survey responses in order to develop a concrete list of actionable, measurable adaptations for future grant rounds based on what these businesses identify as the most pressing needs and challenges around relief and recovery.



Independently, SF New Deal has surveyed and reported on our work to the San Francisco Food Security Task Force, the San Francisco Small Business Commission, members of the San Francisco Board of Supervisors, members of the Office of Economic and Workforce Development, members of the San Francisco Human Rights Commission, Department of Public Health, and Human Services Agency, and the West Coast Regional Director of the Federal Emergency Management Agency.



Section 4: Financial Management and Budget (15 points)

Please provide a brief narrative detailing the financial management of the Primary Applicant organization. (6,000 characters)

Specific recommendations:

- Describe the key features of your organization's financial tracking system and confirm it is capable of generating all financial information needed for required reports, including data needed to monitor, evaluate and if necessary, modify program performance.
- Describe in detail any cost allocation plan utilized when costs are chargeable to more than one cost category, or to more than one program and/or funding source.
- If proposing a management fee/fiscal fee, identify how the requested percentage was identified.
- Provide a narrative justification for items in the budget
- Provide details on any matching or leveraged funds including anticipated source, amount, and restrictions. Although encouraged for all requests, matching funds are required by some Program Areas. Refer to the Program Area descriptions in Section II of the RFP to determine if a match is required.
- Upload a proposed budget for the project using the budget template available on the RFP 219 website ("Appendix B: Proposal Budget Template").

SF New Deal's goal is to quickly and accurately distribute a minimum of \$10 million in grant funds to OEWD grant recipients.

The cost for SF New Deal to manage the administration of OEWD grant distribution is approximately \$749,950, which represents a percentage of SF New Deal's existing FTE personnel costs, specifically the Program Manager and core team, and Call Center service to be allocated from this budget to support the provisions outlined in this proposal. Please note that our existing Call Center employs 10 individuals to operate the Call Center from 7am - 7pm, seven days per week, providing knowledgeable services for up to 3,000 calls in multiple languages every week. We project that this proposal will utilize approximately 80% of the Call Center's time/volume, and so have reflected this as a lump sum in personnel based on annual Call Center operations costs, rather than add each individual Call Center employee to the budget. That said, no fringe benefits from the Call Center were included in the fringe amount budgeted to this proposal.

Administration of OEWD's grants disbursement is a natural extension of SF New Deal's existing funds management and distribution infrastructure, with transactional operations led by Bookkeeper and Finance Manager, Kelsey Wordeman, and will not require the hiring of additional individuals. Contractors used for the purposes of this proposal are contractors with whom SF New Deal already works to support our regular programming, and their contracted time will be increased as needed to provide the service provisions outlined in this proposal. Specifically, Bannigan McDade and ABBC Services will provide assistance with financial oversight, bookkeeping and accounting services, as well as audit-prep. Each grant disbursement and confirmation of funds received will be recorded in SF New Deal's Quickbooks Online accounting platform, and reconciled with Airtable data collected by program teams about each grantee. On a monthly basis, SF New Deal will provide OEWD with documentation of each grant that was disbursed, along with an invoice for reimbursement of the monthly amount payable net 60 days.

All SF New Deal's current customer service, tracking, and financial information is collected through Airtable, Quickbooks, and Google Workspace. As such, the project and program supplies line item reflects a portion of our IT systems and technology platform costs, which provide the infrastructure enabling SF New Deal's tracking, reporting, monitoring, efficiency, and rapid responsiveness, including the underlying platforms to operate our Call Center and our existing public-facing communications systems. Reporting for all programs is tracked on a weekly basis and information is shared among internal and external stakeholders as needed to comply with contract requirements.



The staff travel line item supports site visits and in-person technical assistance, and the staff development line accounts for the development of a Call Center playbook and staff training to ensure excellence in customer service around the provisions outlined in this grant as well as ongoing data security training.

Proposed Budget

Total Proposed Project Budget Amount - The amount of funding requested from OEWD for this proposed project.

749950

Proposed Leverage Amount - The amount of funding being leveraged from other funding sources for this proposed project, if applicable.

No answer given

Appendix B: Budget Template - Upload the budget for your proposed project using the Excel template provided. No other budget formats will be accepted.

SFNewDeal_K_Appendix B_Budget_RFP_219.xlsx



Page 12 of 15 - Part II. Project Description - Section 5

Section 5: Capacity Building (not scored)

Your response to this question is not required and it will not be scored. It gives us information to inform our capacity building investments to potential grantees in the future. • Beyond those addressed directly by this grant proposal, what are the top three needs of your organization? • What are the top three strengths or assets? (2,000 character limit)

No answer given



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Primary Point of Contact for This Application

Primary Point of Contact Name

Jenais Zarin

Primary Point of Contact Title

Chief Impact Officer

Primary Point of Contact Email Address

jenais@sfnewdeal.org

Primary Point of Contact Telephone Number

415-841-2644



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Submission Authorization

Name

Jenais Zarin

Date

01/13/2022



Page 15 of 15

Ready to Submit?

Attached Files



SFNewDealOrgChart.pdf

<https://oewdprocurement.tfaforms.net/uploads/get/7f78f4714266b7b6ac124d1b0f119c90-SFNewDealOrgChart.pdf>

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SFNewDealBudget_2021.pdf

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SFNewDeal_K_Appendix B_Budget_RFP_219.xlsx

[https://oewdprocurement.tfaforms.net/uploads/get/2256df8ebf83d78f2da4a1fa75b68a08-SFNewDeal_K_Appendix-](https://oewdprocurement.tfaforms.net/uploads/get/2256df8ebf83d78f2da4a1fa75b68a08-SFNewDeal_K_Appendix-B_Budget_RFP_219.xlsx)

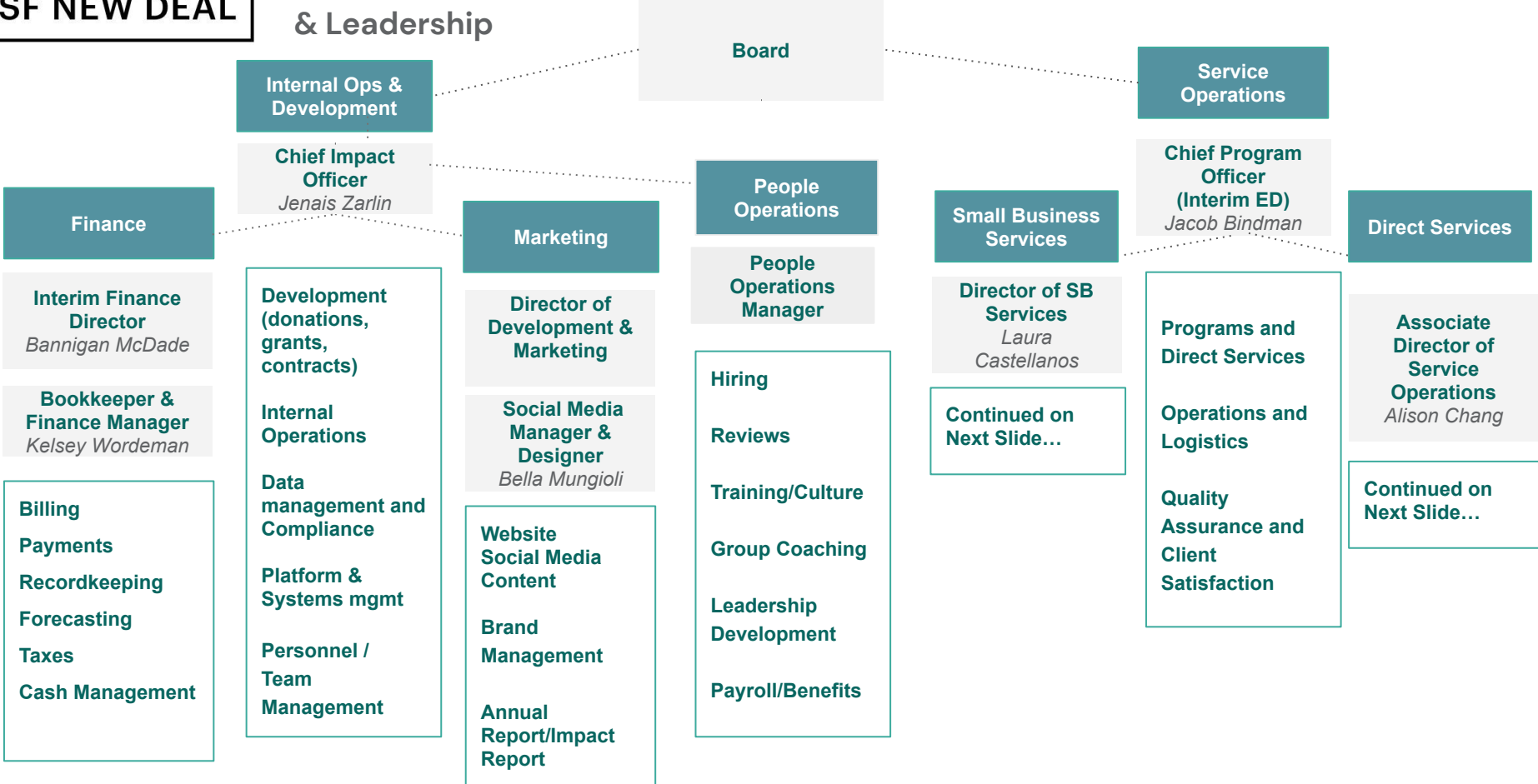
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SF NEW DEAL

Team Structure & Leadership



Board

Internal Ops & Development

Service Operations

Finance

Chief Impact Officer
Jenais Zarlin

People Operations

Small Business Services

Chief Program Officer (Interim ED)
Jacob Bindman

Direct Services

Interim Finance Director
Bannigan McDade

Development (donations, grants, contracts)

Marketing

People Operations Manager

Director of SB Services
Laura Castellanos

Associate Director of Service Operations
Alison Chang

Bookkeeper & Finance Manager
Kelsey Wordeman

Billing
Payments
Recordkeeping
Forecasting
Taxes
Cash Management

Director of Development & Marketing

Social Media Manager & Designer
Bella Mungiola

Hiring
Reviews
Training/Culture
Group Coaching
Leadership Development
Payroll/Benefits

Continued on Next Slide...

Programs and Direct Services
Operations and Logistics
Quality Assurance and Client Satisfaction

Continued on Next Slide...

Internal Operations
Data management and Compliance
Platform & Systems mgmt
Personnel / Team Management

**Website
Social Media
Content**
Brand Management
Annual Report/Impact Report

Continued on Next Slide...

Programs Team

Service Operations

Chief Program Officer
Jacob Bindman

Associate Director of Service Operations
Alison Chang

Client Services

Director of Small Business Services
Laura Castellanos

Continued on Next Slide...

Congregate Feeding

HSA 947

HSA 953 A&B

\$1 Million Grant Program

Zero Waste Program

Job Board

Spanish Language Pilot

Program Manager
Hoh Chen

Program Manager
Kayla Marquez Velloso

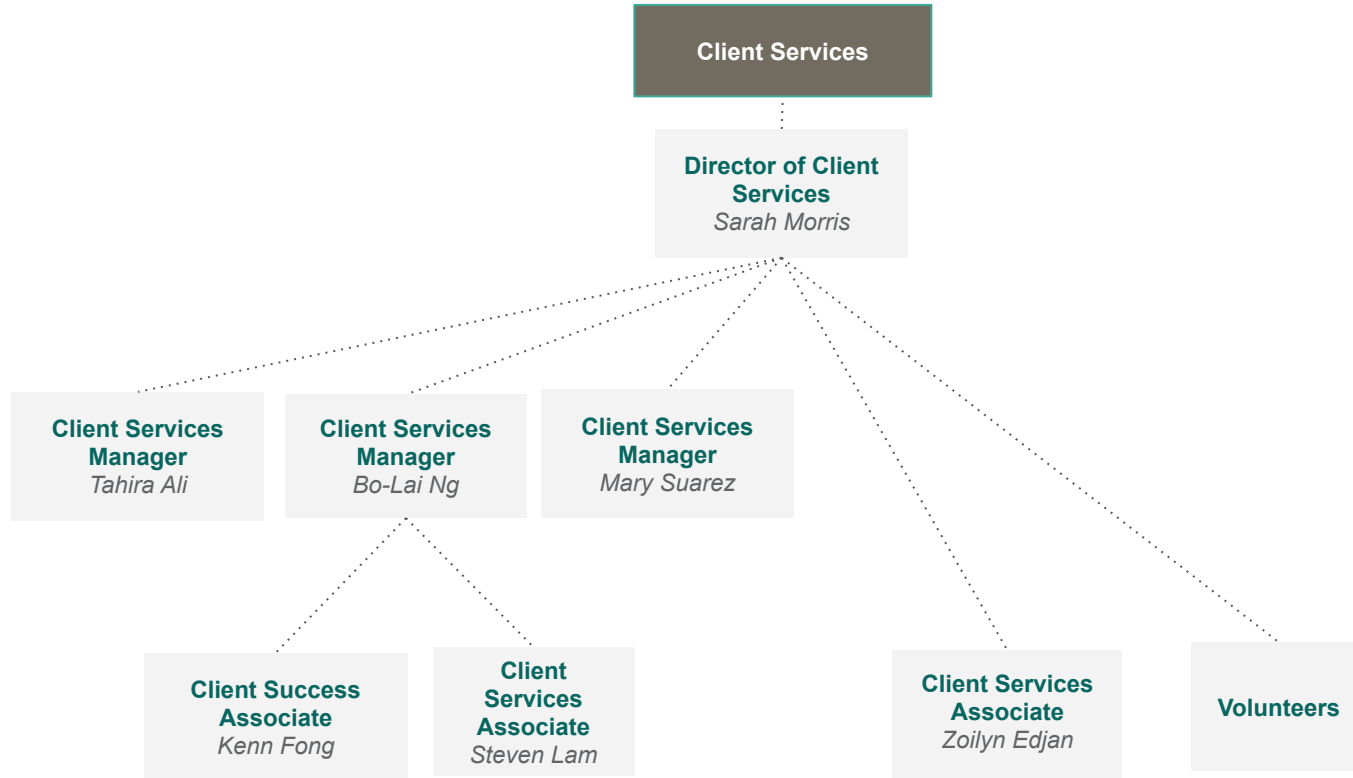
Program Manager
Kelly Casey-Stevens

Program Manager, Small Business Services
Kate Yachuk

HSA - 885 (Congregate Feeding)

CBO/952

Programs Team





San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240444

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Marissa Bloom	4157014887
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
ECN Economic and workforce Development	marissa.bloom@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR SF New Deal	TELEPHONE NUMBER 4154801185
STREET ADDRESS (including City, State and Zip Code) 60 29th Street #310	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240444
DESCRIPTION OF AMOUNT OF CONTRACT \$11,415,000		
NATURE OF THE CONTRACT (Please describe) SF New Deal provides financial management and administrative support for various small business grant programs, and works with the City team to streamline the disbursement system for grant payments.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Bertrang	Simon	CEO
2	Bindman	Jacob	Other Principal Officer
3	Zarlin	Jenais	Other Principal Officer
4	Estrada	Lenore	Board of Directors
5	Bass	Jonathan	Board of Directors
6	Chao	Maggie	Board of Directors
7	Lee	Katherine	Board of Directors
8	Burns	Paul	Board of Directors
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Lozano, Alesandra \(ECN\)](#); [Tano, Crezia \(ECN\)](#); [Tam, Madison \(BOS\)](#)
Subject: Mayor -- Resolution -- SF New Deal Grant Agreement Amendment
Date: Tuesday, April 30, 2024 3:05:45 PM
Attachments: [SF New Deal Legislation FINAL.docx](#)
[RFP 219 \(Fall 2021\) Revised 12.9.21.pdf](#)
[SF New Deal Small Biz Grant Pay Supp A1 6.30.25 Exectued.PDF](#)
[SF New Deal Small Biz Grant Payment Sup RFP 219 K 6.30.25 final executed.PDF](#)
[G-150 SF New Deal Small Biz Grant Pay Supp A2 6.30.25 FINAL.docx](#)
[K - Small Business Grants Payment Administrative Support.zip](#)

Hello Clerks,

Attached is a Resolution Approving Amendment No. 2 to a grant agreement between the Office of Economic and Workforce Development and SF New Deal, for management of the Small Business Grant Payment Support Program; to increase the grant amount by \$2,455,000 for a total not to exceed amount of \$11,415,000 for the period of April 1, 2023, through June 30, 2025; to commence following approval by the Board of Supervisors; and to authorize the Executive Director of the Office of Economic and Workforce Development to enter into amendments or modifications to the contract prior to its final execution by all parties that do not materially increase the obligations or liabilities to the City and are necessary to effectuate the purposes of the contract.

Please note, Supervisor Dorsey is a cosponsor of this item.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco

415.554.6141 | sara.trejo@sfgov.org